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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Provincial Trial of Divorce Cases.

IT APPEARS from statements made in the Divorce Division recently, a report of which we reproduce elsewhere, that no arrangements have yet been made for the trial of divorce cases at the Assizes. Under s. 1 of the Administration of Justice Act, the classes of cases so to be tried must be prescribed by order made by the Lord Chancellor with the concurrence of the Lord Chief Justice and the President of the P. D. & A. Division. Since the Act was rushed through Parliament and only passed on 23rd December, it is not to be wondered at that the machinery for giving effect to s. 1 is not ready, especially in view of Lord BIRKENHEAD'S absence on the Continent; but it is unfortunate that the present Assizes should pass without—apparently—provincial suitors being allowed to have the advantage of the Act. Practitioners must, however, content themselves with Sir HENRY DUKE'S statement that due notice will be given of any order prescribing the classes of action for trial at Assizes.

A Twentieth Century Style Book.

THERE WAS published lately an interesting book of "Short Forms" by an "English Solicitor" (Stevens & Sons, Ltd.: 12s. 6d.). In his preface, the author explains that, like many practitioners, he has gradually compiled his own set of forms which he habitually uses: these he has published for the benefit of his fellow solicitors. We believe there are many firms of solicitors, chiefly old-established firms in the provinces, who have gradually accumulated sets of precedents actually adopted by themselves in their own practice. In many cases these precedents have been originally settled for them by counsel, often specialists each in his own department of conveyancing or pleading. Such precedents must be very valuable. They remind one of the old "Style Books" published in Tudor days, which seem to have been compiled in the same way by barristers or judges who drew upon their own experience. The publication of such books of forms by solicitors is extremely interesting, and in future ages may assist the MAITLAND or VINOGRADOFF of the day to reconstruct many features of English social life.

The Agriculture Act, 1920.

We hope to consider the Agriculture Act in some detail next week, but now that the Act has been printed and can be compared with the Bill as originally introduced, it may be interesting to point out some of its more important features, especially in Part I, which amends the Corn Production Act, 1917. Under D.O.R.A., as is well known, the Board of Agriculture had extensive powers in respect to the cultivation and management of land (regulations 2L and 2M), and these were largely delegated to the County War Agricultural Committees, established under the Cultivation of Lands Order of 15th March, 1917. Similar provision was made by s. 9 of the Corn Production Act, 1917, which was to come into force on the lapse of the above regulations —*i.e.*, on the termination of the war (see Corn Production (Amendment) Act, 1918). But the Corn Production Act, 1917, was itself only a temporary measure passed to give effect to the first Report (20th February, 1917) of Lord Selborne's Committee, and the considered policy of the Legislature must be taken to be embodied in the present Act, of which s. 4 replaces s. 9 of the Act of 1917. It came into operation on 1st January, 1920, the date of commencement of the new Act, and as from that date regulations 2 (L) and (M) cease to have effect. If they had been revoked, then s. 9 of the Act of 1917 would have come into operation, but we believe this is not the case.

The State control of Agricultural Land.

The Agriculture Bill, as originally introduced, contained several provisions which have disappeared in the Act, mainly owing to the action of the House of Lords, and to the results of the all-night sitting of the House of Commons on 22nd December, when the Lords' amendments were under consideration. Thus under the Bill the Minister of Agriculture could either take possession of and cultivate land, or could appoint a receiver. The former power, with the consequential provisions, has gone, and the Act only enables the Minister to appoint a receiver. In the Bill this power could be exercised where the estate was cultivated or managed "in a manner inconsistent with good estate management, and so as to prejudice materially the production of food thereon." In the Act it can be exercised where the owner "grossly mismanages the estate to such an extent as to prejudice materially the production of food thereon or the welfare of those who are engaged in the cultivation of the estate." It will probably be thought that the words in the Act will be more fruitful of litigation than the "good estate management" of the Bill. Under the Bill the Minister could have diverted pasture land to arable. This power disappears in the Act, and also the power to suspend covenants, which, it was assumed, was only required in the case of breaking up of pasture. Apart from the appointment of a receiver, the Minister may, in cases where land is not being cultivated according to "the rules of good husbandry" (defined in s. 33) and in certain other cases, give directions as to its cultivation and the execution of works of maintenance, and non-compliance with such directions will be punishable on summary conviction by fine. But the propriety of the directions can be referred to arbitration. Part II of the Act contains numerous and important amendments of the Agricultural Holdings Acts, but we must defer noticing those. We may refer, however, to s. 13 under which tenancies for terms of two years or upwards granted after the 1st inst. will not terminate on the expiration of the term unless in pursuance of a notice given not less than one year nor more than two years before the date of expiration. In the absence of such notice, the tenancy will continue as a yearly tenancy.

The Locking-up of Juries.

Attention has been drawn by the presence of three women on the Aylesbury murder jury to the great inconvenience of our ancient practice—the locking-up of juries while they are engaged in trying an indictment for murder. The practice is certainly one that ought to be abolished. At Common Law, juries were locked up all night in every case of felony. This, however, proved so inconvenient that in 1897 Parliament felt constrained to alter it in the case of ordinary felonies, but left the old rule to prevail in the case of murder and treason. Section 1 of the Juries Detention Act, 1897, runs as follows:—

> 1. Upon the trial of any person for a felony other than murder, treason, or treason-felony, the Court may, if it see fit, at any time before the jury consider their verdict, permit the jury to separate in the same way as the jury upon the trial of any person for misdemeanour are now permitted to separate.

But there really seems to be no reason at all why the practice, now abolished in the case of ordinary felonies, should be retained in the case of murder. On 19th September, 1919, *The Times* printed a letter from the foreman of the jury in the Finsbury Park murder trial, which took place at the Old Bailey in that month, in which that gentleman set out the sufferings of himself and his fellow-jurors as follows:

> The jury had to spend the night in one room, on camp beds, with, of course, the two bailiffs in charge—14 people in one room, who spent a very uncomfortable night. There were no proper conveniences for washing, shaving, &c. Only four jurors were able, at short notice, to obtain their night attire. It should be mentioned, however, that, by the kindness of the Sheriffs, the jury was provided with a very excellent dinner.

There seems nothing to be gained by the retention of this antiquated rule of the Common Law, and its final abolition by statute is overdue.

Jurymen in Historical Cases.

In a letter to *The Times* last year (25th June, 1920), the able pen of Sir Harry Poland exposed some of the abuses connected with the locking-up of juries. Everyone recollects how, in the famous "Seven Bishops' Case," the jury refused to find a verdict of guilty when directed to do so by the trial judge. They were locked-up to re-consider their verdict, but steadfastly refused to alter it, and, finally—when lack of food and water had failed to overcome the stubborn minds of the jurymen—the court was constrained to accept their verdict of "Not guilty." Sir Harry Poland rightly says that no judge will ever again attempt to make a jury change their verdict by locking them up. Until lately, however, juries who disagreed were locked up without food until either they came to a united verdict or were finally discharged by the judge as hopelessly unable to agree. Nowadays, refreshments are provided in such cases. Where trials last a long time, the necessity of locking-up a jury results in real hardship; Palmer's case in 1856 took twelve days, during which, as required by law, the jury were never allowed to separate. In a famous leading case of great length, *Rex* v. *Hardy* (1794, 24 State Trials, 416 *et seq.*), the Crown counsel and Erskine, who defended, agreed in desiring that the jury should be allowed to go home at night; the charge was one of high treason. But the court held, of course, that this was illegal and could not be permitted. The prisoner could not waive his right to challenge such irregularity by writ of error in the King's Bench. Since the decision in this case the common law rule has never been questioned.

Courts-Martial as Inferior Courts.

The decision of the King's Bench Divisional Court in *R.* v. *Editor of The Daily Mail, ex parte Farnsworth* (*Times*, 20th inst.), was not unanticipated by most members of the profession who followed the hearing. The defendant newspaper had published, before promulgation and confirmation, the sentence of a court-martial held on a prisoner in the Tower. It is clear that such a publication is a contempt, inasmuch as the convening officer may revise and commute the sentence before promulgating it; in fact, he frequently does make some alteration in sentences. The publication, therefore, is precisely analogous to the publication of a jury's verdict before they have returned into court and announced it publicly in reply to the question of the clerk of the court. It is equally clear that such a contempt is punishable by attachment on a motion for a rule *nisi* in the Divisional Court, provided always a court-martial is an inferior court. For the King's Bench has inherent jurisdiction (1) to correct, and (2) to protect, all inferior tribunals in the exercise of their judicial powers (Hawkins' Pleas of the Crown, Book 2, p. 7). The principle

in this matter was laid down after full discussion in *R.* v. *Davies* (1906, 1 K.B. 32). There seems no doubt whatever that a court-martial is an inferior tribunal, so that *primâ facie* the jurisdiction to correct and protect arises.

Abatement of the Prerogative by Statute.

BUT AN INTERESTING point which seems at first sight to alter the position arose and was discussed in *R.* v. *Daily Mail* (*supra*). For contempt is essentially a prerogative of the Crown, and, therefore, may be abated by statute where this is clearly expressed or necessarily implied in the wording of the enactment: *Attorney-General* v. *De Keyser's Hotel* (1920, A.C., at p. 537). Now the Army Act of 1881, by s. 126 (3), has expressly provided that, in cases of contempt, the president of the court-martial may take certain steps to set the court in motion. In this case the president had not taken any step; it was the defendant who initiated the proceedings for attachment. So it was contended on the well-known principle of *inclusio unius exclusio alterius*, that since a statute has provided in express terms a method of proceeding in cases of contempt by comment on the proceedings of courts-martial, it must be taken to have impliedly repealed or negatived any other mode of proceeding. But the court, after considering this difficulty at some length, finally held that the implied limitation in the statute affected only the president; it did not take away the common law right of any other person aggrieved by the contempt to move for its punishment. The prisoner was such an aggrieved person and so had *locus standi* to move. It may be mentioned here that the mode of procedure provided by the statute requires *inter alia* a certificate on the part of the president as a condition precedent to proceedings for attachment on his part, and that such certificate had not been given when the rule was applied for, but was obtained subsequently and relied upon on the return of the rule *nisi*. The Divisional Court, however, held that the certificate so produced was not effective; in penal proceedings the court will not allow the prosecutor to obtain performance of a statutory condition precedent after the initiation of his charge. The certificate was, therefore, not in evidence. But its exclusion, as just explained, did not affect the prisoner's right to move at common law; and the rule *nisi* was made absolute.

Rent Restriction Cases.

THREE MORE cases in the High Court on the Increase of Rent, &c., Act, 1920, have been reported. In *Mason, Herring & Brooks* v. *Harris* (*Times*, 24th inst.), a sum of money was paid by cheque on the assignment of a lease. This in the ordinary course would be treated as purchase money, but the assignee stopped the cheque and contended that the payment was illegal on the ground that the money was a premium agreed to be paid "as a condition of the grant, renewal, or continuance of a tenancy." Apart from the fact of the question being actually raised, it would seem clear that these words apply only as between landlord and tenant, not as between assignor and assignee, and so SHEARMAN, J., held. In *Goodwin* v. *Rhodes* (*Times*, 26th inst.) an ex-soldier claimed possession of a cottage, of which he was tenant before his military service, against the owner, who had gone into possession. The claim was based on paragraph (*g*) of s. 5 (1) of the Act of 1920, which exempts from the restriction on recovery of possession the case where an ex-soldier desires to resume occupation. But, as the Divisional Court (AVORY and SALTER, J.J.) held, the Act is restrictive of the rights of the landlord; it does not confer new rights upon the tenant, and hence an ex-tenant cannot recover as against a landlord in possession. There seems to be just as little difficulty in the question raised in *Kimpson* v. *Markham* (*Times*, 27th inst.) before the same court as to the critical date on which "alternative accommodation" must be proved to exist when a landlord seeks to recover possession for his own personal occupation under s. 5 (1) (*d*). The county court judge had held that it must exist when the notice to quit is given, but it was not attempted to support this view in the High Court. It was argued that the material date might be any date between the expiration of the notice to quit and the judgment, and that it was sufficient if the landlord could prove the existence of alternative accommodation at any time between these dates. The court, however, took the view that the time of the judgment being given is the critical date. In *Nevile* v. *Hardy* (*ante*, p. 135), PETERSON, J., held that this is the date when the landlord must require the premises for his own use, and it is also the date when he must show that alternative accommodation exists for the tenant. We may call attention to an interesting article on the Act by Mr. A. CLIFFORD FOUNTAINE in the current number of the *Law Quarterly Review*, and we hope to have an opportunity of considering his criticisms and suggestions.

Lawyers and Revolution.

ONE INTERESTING fact emerges from the instructive series of articles on "The Revolutionary Movement in England" which Dr. ARTHUR SHADWELL has recently contributed to the columns of *The Times*. While there may be in England to-day a definite movement in favour of overthrowing the present Parliamentary system and establishing a "Soviet" Government, this movement differs in one important respect alike from the Puritan Revolution and the Jacobin Revolution in France. In both those great movements the leaders were lawyers. COKE and SELDEN lent their great legal learning to the grand attack on the Royal Prerogative which culminated in the overthrow of Charles I and the establishment—after some tribulation—of Parliamentary sovereignty in England. DANTON and ROBESPIERRE, who headed the French Revolution in its two phases of violence, the usurpation of authority by the Paris Commune and the establishment of the Committee of Public Safety, were both members of the profession of "Avocats"—then a section of the French Nobility and known as the "*Noblesse du Robe*." But such Soviet movement as may exist in England to-day is not headed by lawyers; indeed no lawyer of any kind seems to be associated with it. This places it, historically, in a category by itself. For the Jacobin movement in England and Scotland, at the beginning of the Nineteenth Century, was largely officered by men learned in the law. COPLEY, afterwards the great Tory Chancellor, better known by his title of Lord LYNDHURST, commenced his political career as a Jacobin and the advocate of an English popular "Convention" to replace Parliament. In later years he was challenged in the House of Lords and accused of having once held "Reform" convictions. He denied the challenge in the most emphatic terms. Most of his old associates considered this the brazen falsehood of a turncoat, but CAMPBELL points out that technically and literally it was quite true. LYNDHURST had never advocated the "Reform" of Parliament; he had advocated its replacement by a Convention on Jacobin lines.

Agitators and Lord Eldon.

IT MUST BE admitted that in the early years of the Reform Era in England, barristers did a large part of the fighting for reform. BROUGHAM, DENMAN, and ROMILLY—all eminent lawyers who rose to high places in their profession—began their careers at the Bar as political lawyers who exposed abuses in the Law Courts and in this way ultimately found seats in Parliament. Indeed, in 1834, the cynical ELDON remarked that, if he had to commence life over again, he would set up as an agitator. But there is one real and adequate explanation for this difference between the part played by lawyers as represented in 1832, and the somewhat conservative function in the "body politick" which is usually regarded as that of the lawyer to-day. In 1832 the abuses attacked by revolutionists were legal and political abuses. The theory of the Reformers and their philosophy were juridical, as is shown by the very character of BENTHAM'S famous treatise on the "Theory of Legislation," so long the accredited text book of advanced political thinking. To-day the problems are economic, not legal or political. The social philosophy of the day is based on economics. Lawyers are not specially interested in or fitted to deal with economic problems. Probably this accounts for the fact that to-day they play no part in the revolutionary movement.

The Re-sale of Clifford's Inn.

WE NOTICED recently (64 SOL. J., 754) the projected re-sale of Clifford's Inn, and expressed the wish that it might be purchased and used as a hostel for law students, or for other purposes connected with the law. That re-sale is now being carried out, and we have received from Messrs. EDWIN FOX, BURNETT & BADDELEY a print of the Particulars and Conditions of Sale, which must, we should think, be quite unique for the etchings of the Inn which are reproduced, and for the extremely interesting historical sketch which is contributed by Mr. WILLIAM PAGE, V.P.S.A. The history of the Inn goes back to the 14th century when it was the property of the CLIFFORDS, and was leased to the apprentices of the Court of Common Pleas. But it remained with them only a short time and was converted into an Inn of Chancery—*i.e.*, an inn for the use of clerks in Chancery—and ultimately, since pupils were taken by the clerks, devoted largely to educational purposes. Students appear to have passed through Clifford's Inn *en route* to the Temple hard by, and among its members and students were Sir EDWARD COKE, who was admitted in 1571, and went on to the Inner Temple in 1572, and JOHN SELDEN, who was entered in 1602, and was admitted to the Inner Temple in 1604. The last recorded admission from Clifford's Inn to the Inner Temple appears to be in 1621. But we must leave the further contents of Mr. PAGE'S history—which is by no means confined to Clifford's Inn, but extends more or less to the Inns of Court generally—for perusal in this very interesting production. In 1903, Clifford's Inn was sold to Mr. WILLIAM WILLETT, and Mr. PAGE notes the decision of COZENS-HARDY, J., in *Smith* v. *Kerr* (1900, 2 Ch. 511) that the property was held on charitable trusts, but he does not appear to notice that this decision was affirmed on appeal (1902, 1 Ch. 774). We are glad to see, however, that he concludes his sketch with an account of recent efforts to establish a Central School of Law. He says that Clifford's Inn seems to be the ideal site for such a school, and it appears that there are large investments which should be available for this purpose. But whether efforts are being made to secure the property for such purpose we do not know. The sale is by order of the Court in the administration of the late Mr. W. WILLETT'S estate, and takes place at Winchester House next Wednesday.

Trial by Jury.

THE characteristically English institution known as trial by jury, is now itself on its trial. The extension of jury service to women has attracted public interest to it, and done much to draw attention to its archaisms and defects. In fact, it is not unlikely that at an early date the definite problem will begin to be considered by our practical politicians, whether juries are to be ended or mended. A brief note on the system and the origin of some of its peculiarities may therefore be useful.

It is always assumed that trial by jury is one of the oldest, as well as one of the most jealously safeguarded of our institutions. But this is not really the case. To the Saxons and to the early Normans the jury system was unknown. It came into existence gradually and almost by accident. Indeed, in our early jurisprudence none of our modern methods can be traced as such. There were no juries. There was no trial, strictly speaking, for the only question before the court was whether or not the accused should be compelled to prove his innocence. There was no reception or weighing of evidence: for the verdict depended on the number of sworn witnesses and not on the character or value of their testimony.

Both in civil suits and in criminal suits the same general principle of procedure prevailed. The plaintiff made a complaint against the defendant. But the latter was not thereupon called to answer the complaint. On the contrary, the plaintiff had to establish the "probability" of his accusation, before further steps could be taken. This establishment of a *primâ facie* case is commonly known by the Latin name of the *monstratio probabilis* (*anglicé*, demonstration of probability). This could be offered in three ways:—

(1) By a very solemn preliminary oath;

(2) By "real evidence," *i.e.*, a document or tally confirming his complaint; or

(3) By the oaths of a sufficient number of witnesses.

In other words, the plaintiff could make out his *primâ facie* case either by what we would call an affidavit for judgment, or by the production of conclusive documentary evidence, or by calling a sufficient number of witnesses to swear that he was in the right. Supposing he failed to satisfy the court by at least one of these methods, his complaint was dismissed and the defendant was not even summoned to appear.

But supposing he satisfied the preliminary test, then the boot was on the other leg. The defendant was summoned to "enter an appearance," as we should say; that is, he was allowed to "wager his law." He could swear that he was in the right and produce witnesses to support him. Then the court settled the grave issue on whom the burden of proof was to rest. A very grave issue, indeed, because all that followed was formal. If the burden of proof fell on the plaintiff, he called his "*secta*," *i.e.*, a body of relatives and dependents to swear that he was speaking the truth. Then the defendant had to produce twice as many relatives and dependents to prove that he, in his turn, was speaking the truth. If he failed to do this, he lost, and was condemned as a matter of course.

But suppose the defendant succeeded, as he usually could, unless he was a man without friends or an alien, in producing the formal number of witnesses required. This did *not* mean that he won. It only meant that he would be allowed "a proof," *i.e.*, a chance of establishing his innocence in one of the four recognized ways. These were (1) ordeal, (2) battle, (3) oath, (4) witnesses. The first was an appeal to the "Judgment of God"; its details are familiar and need not here be recapitulated. How it ever resulted in a just verdict one cannot now hope to understand. Perhaps the clergy contrived to manipulate the ordeal in some way in favour of the man whom they believed to be innocent. But even with some such alleviation, the system was surely one of quite intolerable injustice. Gradually public opinion in Christendom hardened against it, and the Lateran Council finally declared it against the Law of the Church.

"Battle" is described by GLANVILLE as one of the chief modes of trial in the *Curia Regis* in cases of debt, *i.e.*, suits to recover a sum of money certain, as distinct from "detinue" of chattels, or "covenant" and "trespass"; these were the four ancient forms of civil actions of a personal nature. Battle was also the regular means of determining the issue to be tried on a "writ of right," the only formal real action for the recovery of land. It only went out with the supersession of the "writ of right" by the modern possessory real actions, called assizes, and the personal action of "ejectment." Of course, in criminal cases it continued as a form of appeal in cases of felony until abolished at the beginning of the nineteenth century. In cases of "Battle," it was not only the principals who fought. The witnesses, too, came prepared to fight and might be "challenged" by the other side; this is the precursor of the modern jury "challenge," different although it appears.

"Battle" was popular with the Norman but hated by the English. Gradually town after town got provisions in their charters which forbad it within their jurisdiction. London and Ipswich are the best known cases, and the popularity of London as a dwelling-place perhaps dates back to its exemption from this tyrannous system of legalising the bullying of the weak by the strong. In 1304 the court refused to allow battle in "trespass," even if the parties desired it (Year Book, 32 & 33 Edw. I, 318-20). We all know, however, that it was not abolished until 1819, when the statute of 59 Geo. III, c. 46, finally abolished this system of process in all cases, civil as well as criminal. In both it had long been obsolete.

"Oath" was a curious mode of proving your case. In some cases the defendant was allowed to clear himself by his own oath supported by that of his "*compurgators*," *i.e.*, oath-helpers. These were his kinsmen and appeared as witnesses to character, not witnesses to the facts. The absurdity of the system is obvious. But although long obsolete it was not definitely abolished until 1832. A strange thing led to its abolition. In the case of *Rex* v. *Williams* (2 B. & C. 538), a defendant actually claimed his right to use it. After that, of course, the Legislature had to put an end to the anomaly. It had survived by an oversight, but the courts could not over-rule the defendant's claim of their own inherent powers.

"Witnesses," as an ancient mode of trying actions, means something quite unlike a modern witness-action. The "witnesses" were official witnesses for sales of chattels and in some other cases of market-contracts. Twelve were appointed in every hundred and borough; in the larger boroughs there were thirty-three. They were supposed to know all about the facts in every case of a commercial contract within their jurisdiction. They informed the *pares curiæ* of their view as to the rights of the dispute, and the court followed it as a matter of course.

These unsatisfactory modes of trial, however, are valuable as showing the origin of the idea of a jury. The jury were essentially people who knew the facts and the parties of their own knowledge, when at last the jury did come into existence. In other words, they replaced the "*secta*," or kindred of the parties, the "compurgators," and the "official witnesses." They were not intended like a modern jury, to be strangers to the parties, with absolutely open minds. The first juries appeared in the reign of Henry II, who set up the well-known form of action known as "assizes." A "*jurata*" was sworn by the judge of "assize" to determine the issues arising out of the new writs. At first the assembled magnates formed the jury, *i.e.*, it was a grand jury. Later on, jurymen were summoned from amongst the lesser holders, and the petty jury had begun. Gradually the modern idea of a jury as an impartial body came into being. But the old views of it, as consisting of the "kindred" and "helpers" of the parties, has still survived in many of its incidents, *e.g.*, the "peremptory challenge" still allowed in cases of felony. Such is the influence of archaism in the every-day practice and usage of our modern law.

The Creation of Restrictive Covenants.

In *Millbourn* v. *Lyons* (1914, 1 Ch. 34, Neville, J., affirmed, 1914, 2 Ch. 231), it was held that a restrictive covenant was not enforceable because, at the date of the conveyance in which the covenant was contained, the covenantee had no land to which the benefit of the covenant could attach. There was no building scheme involved. At the date of the agreement for the sale of the property the covenantee owned some adjoining land, and in that document it was stipulated that the conveyance should contain a covenant by the purchaser (framed so as to bind her heirs and assigns) with the vendors, their heirs and assigns, the owners for the time being of the adjoining property. That adjoining property was subsequently sold and conveyed away before the conveyance to the covenantor was executed. The question raised was whether the restrictive covenant was enforceable by the subsequent owners of the adjoining land. As already intimated, it was held that it was not. The decision is of fundamental importance with regard to the creation of restrictive covenants.

At law the burden of a covenant does not run with the land except as between landlord and tenant. This succinct proposition is not even to be extracted from the leading case on the subject—*Spencer's Case* (1583, 5 Co. Rep. 16)—but it is the resultant of many subsequent cases. Yet a covenant not to build so as to darken windows runs with the land at law as between adjoining owners. But this is not because the so-called covenant is a restrictive covenant, but because it is not a covenant at all. It is because it is a grant—a grant of a negative easement. Lord Wensleydale in *Rowbotham* v. *Wilson* (1860, 8 H. L. C. 348, at p. 362) said that it was undoubted law that no particular words are necessary to create a grant; and that any words which clearly show the intention to give an easement which is by law grantable are sufficient to effect that purpose. When the same case was before a lower tribunal, Watson, B., speaking of certain words drawn in the form of a covenant, observed that those words might operate as a grant if the subject-matter were capable of being granted. See 8 E. & B. 123, at p. 143.

On the other hand, a man purporting to grant a right, in the form of a negative easement, may only effect the creation of a negative or restrictive covenant. For what he has thought to be a valid negative easement may be an obligation which the law will not recognise as a negative easement, as, for instance, the right of having the amenity of prospect preserved. To use the words of Wray, C.J., in *Aldred's Case* (1610, 9 Co. Rep. 57b), the law does not give an action for such things of delight; and the supposed grantee will only get a restrictive covenant—for it is also undoubted law, that no particular word or form of words is necessary to create a covenant: *Per Curiam* in *Rashleigh* v. *S. E. Railway Co.* (1851, 10 C.B. 612, at p. 632).

Courts of Equity, however, deemed it a matter of bad faith for a person, purchasing land with notice of a covenant entered into by the vendor or some predecessor in title, to disregard that covenant, although it would not be binding at law against an assignee, and consequently these Courts held that such a purchaser ought to be bound by the covenant. Thus in *Tulk* v. *Moxhay* (2 Ph. 774), the leading case on the equitable aspect of covenants of this kind, Lord Cottenham laid it down that the question was not whether the covenant runs with the land, but whether a party should be permitted to use the land in a manner inconsistent with the contract entered into by his vendor, and with notice of which he purchased. "If," said the Lord Chancellor, "an equity is attached to property by the owner, no one purchasing with notice of that equity can stand in a different situation from the party from whom he purchased."

A subsequent limitation was placed on the generality of the ruling in *Tulk* v. *Moxhay*. This limitation was no doubt the result of a weakness in the machinery of the court which relieved suitors in its earlier days by prohibitive, and not by mandatory injunctions, against delinquents. A distinction was drawn between restrictive and affirmative covenants. In *Cooke* v. *Chilcott* (3 Ch. D. 694), where there was a covenant to erect a pump *in alieno solo*, Malins, V.C., although recognizing that the covenant was not one which the court would decree to be specifically performed, granted an injunction restraining the defendant from allowing the work to remain unperformed. But this decision was against the whole current of authority, and the case was over-ruled by the Court of Appeal in *Austerberry* v. *Corporation of Oldham* (29 Ch. D. 750). In the latter case it was definitely established that only restrictive stipulations could be enforced, and that the doctrine of *Tulk* v *Moxhay* (*supra*) was limited to restrictive covenants.

There are a number of cases dealing with the question of what does, and what does not, amount to notice of a restrictive covenant. It is not proposed to deal with these. It suffices to say that notice is necessary to bind the successor in title of the covenantee, and that a purchaser of the legal estate without notice is not affected by the covenant. In the words of Romer, L.J., in *Re Nisbet & Pott's Contract* (1906, 1 Ch. 386, at p. 405), the covenant binds the land in equity subject only to this limitation that, being equitable, it cannot be enforced against a *bonâ fide* purchaser of the legal estate in the land without notice. The notice is necessary to avoid this effect of the acquisition of the legal estate, but as against an equitable owner the burden of the covenant falls on him whether he has notice or not: see *London and South Western Railway Co.* v. *Gomm* (20 Ch. D. 562, at p. 583).

It is a recognised canon of easement law that to create a valid easement there must be both a dominant tenant to which the benefit of the easement is attached, and a servient tenement on which the burden falls. "There can be no easement properly so called," said Lord CAIRNS in *Rangeley* v. *Midland Railway Co.* (3 Ch. App. 306, at p. 310) "unless there be both a servient and a dominant tenement." In other words, there is no such thing as an easement in gross. As was pointed out by the same learned judge in the last-mentioned case, an easement must be connected with a dominant tenement.

To create a perpetual negative easement there must be a grant, express or implied, on the part of the servient owner in favour of the dominant owner *qua* owner of the dominant tenement. The servient owner must be invested with the absolute ownership of the servient tenement. The question whether subsequent purchasers of parts of the dominant tenement can claim the benefit of the easement is a question of construction, whether the benefit of the easement is severable. That is a question whether the original servient owner who created the easement, created it in terms making it severable. If he did not, the subsequent sub-division of the dominant tenement will not be allowed to operate to the prejudice of the original servient owner and his successors in title, who are only bound by the terms of the original grant of the easement. Such are the rules of law, and of equity too, as regards the benefit of the legal negative easements. Such an easement binds subsequent purchasers for value of the legal estate of the servient tenement whether they have notice or not.

Now compare these rules with the rules regulating the enforcement of a perpetual restrictive covenant, which as we have seen is not a legal entity at all. It would appear that, even if the original covenantor did not purport to make the benefit of his covenant enure to every portion of the *quasi*-dominant tenement, viz., the land of the covenantee, yet nevertheless a purchaser of a part of that land may claim the benefit of the covenant, provided he has stipulated with his own vendor to acquire the benefit of the covenant: see *Renals* v. *Cowlishaw* (9 Ch. D. 125). In this respect, therefore, the benefit of a restrictive covenant differs from a negative easement. But in other respects, the benefit of a restrictive covenant is to all intents and purposes similar to the benefit of a negative easement. For when once the benefit of a restrictive covenant is annexed to the *quasi*-dominant tenement, and the covenant is so framed as to enure for the benefit of every part of that tenement, a subsequent purchaser of a part of that tenement acquires the benefit of the covenant. It has been held that he does so, even though he had no knowledge of the covenant when he purchased the part: see *Rogers* v. *Hosegood* (1900, 2 Ch. 388). The Court of Appeal in the last-mentioned case laid down the proposition that "when the benefit has been once clearly annexed to one piece of land, it passes by assignment of that land, and may be said to run with it, in contemplation as well of equity as of law, without proof of special bargain or representation on the assignment."

The last-mentioned proposition does not mean, as at first sight it might be taken to mean, that a restrictive covenant can run at law. As has already been pointed out, the *burden* of such a covenant does not run at law except as between landlord and tenant. All the proposition lays down is that the *benefit* when annexed may be said to run at law. There is no benefit without a burden, and unless there is a burden, and that burden is enforceable, the fact that the benefit runs at law would not enable the owner of the *quasi*-dominant tenement or of part of that tenement to enforce the covenant.

In *Millbourn* v. *Lyons* (*supra*) it was held, in effect, that there is no such thing as a restrictive covenant in gross, and that there must be a *quasi*-dominant tenement in order that there may be a valid restrictive covenant enforceable against the owners of the *quasi*-servient tenement. For the purposes of illustration the facts in that case may be put as follows:—A, owning in fee simple properties X and Y, agrees to sell property X to B, who agrees to covenant with A and his assigns, the owners for the time being of property Y, not to use property X for a specified purpose. A then agrees to sell property Y to C, and conveys it to him without any mention of the agreement with B. Subsequently, A conveys property X to B, and B covenants as agreed. It was held by NEVILLE, J., that C cannot enforce B's covenant.

This case is an authority for two distinct propositions:—first, that the benefit of a restrictive covenant cannot be annexed to property which the covenantee does not possess at the date when the covenant is entered into; and secondly, that the burden of a restrictive covenant cannot be annexed to land by a person who has agreed to purchase, but who does not own, the alleged *quasi*-servient tenement. The decision tends to increase the similarity or the analogy between restrictive covenants and negative easements. A negative easement cannot be granted unless there is, as we have seen, a dominant tenement to which it may be annexed; and it also appears that a restrictive covenant can only be created on the same conditions on which the burden of a negative easement may be annexed to a servient tenement: namely, on the condition that there is a dominant tenement to which the benefit attaches.

As regards the second proposition, it is not to be taken as laying down the rule that an equitable owner cannot burden his land with a restrictive covenant. NEVILLE, J., especially guarded himself from so holding, and indeed even indicated that his view was that an equitable owner might bind the land in equity, and that in equity the obligation would be as good as if he were also the legal owner. But there is a wide distinction between an equitable owner, and a person who has agreed to buy.

Having regard to the fact that the burden of a restrictive covenant only runs with the land in equity, it is difficult to see what distinction there can be between a restrictive covenant entered into by an equitable owner, and one entered into by a legal owner. Neither can prevail against a purchaser for value of the *quasi*-servient tenement acquiring the legal estate without notice of the covenant.

Res Judicatæ.

Injunctions relating to Personal Services.

It is a well-known rule of law that, when a contract requires the performance for A of personal services by B, the Court will not enjoin B to carry out his contractual promises to A, but will restrain B from carrying out similar services for another person which are inconsistent with his promise to A (*Lumley* v. *Wagner*, 1852, 1 D.M. & G., 604). The reason for the rule is partly that the Court will not order acts the performance of which it cannot control, and partly that the Court will not enforce by injunction a positive act of servitude, although promised in a contract. The rule that the Court will grant a negative injunction in such circumstances, however, is subject to an important qualification. B must not merely contract to perform services for A, he must also enter into an independent negative stipulation not to perform similar services for anyone else: *Whitwood Chemical Co.* v. *Hardman* (1891, 2 Ch. 416). Such independent negative stipulation must be expressed, not merely applied. This is well illustrated by the recent case of *Mortimer* v. *Beckett* (1920, 1 Ch., 571; 64 SOL. J., 341). Here a boxer entered into the following agreement with his trainer:—

> In consideration of the sum of ten shillings (10s.) and also in consideration of your many services rendered and to be rendered, to me, I undertake that you shall have the sole arrangements of matching me for all my boxing contests and engagements during the period of the next seven (7) years and . . . I undertake that . . . you are to benefit to the extent of fifty (50 per cent.) per cent. of any purses put up for me above the sum of £25 (twenty-five pounds) and in other specified ways.

Here the Court held that the word "sole," although necessarily implying an independent negative covenant on the part of the boxer not to let anyone else but his trainer arrange a match for him during the contractual period, would, nevertheless, not be treated as equivalent to such stipulation for the purpose of granting an injunction in accordance with the principles just mentioned. In addition to this, the learned judge was also inclined to treat the whole contract as somewhat indefinite and lacking in mutuality.

Covenants in Leases.

Two important points were decided last year on the obligation of lessees in certain circumstances which are of general and permanent interest. In the first of those cases, *Redmond* v. *Dainton* (1920, 2 K B, 256), the lessee of a dwelling-house had covenanted that at all times during the term

he would substantially "repair, uphold, support, sustain and maintain" the dwelling-house. The house was struck by a bomb dropped from an enemy aeroplane, and was damaged. The lessee not unnaturally claimed that he was not bound to repair the damage, inasmuch as the loss was the result of an act of the King's enemies; moreover, one which had never been anticipated or contemplated by the parties. This would be a good plea in demurrer were the contract an ordinary mercantile contract, to which the well-known principle of the "Coronation Seats" cases or the "Frustrated Voyage" cases applies. But an obligation in a lease to do some act on the premises in connection with a building is an absolute covenant, not affected by future likelihood of contingencies, as was decided long ago in the leading case of *Paradine* v. *Jane* (1647, Aleyn, 26). True, in that case, the premises were burnt down by the act of the King's enemies, and the obligation was to pay the rent; but these details do not affect the principle, and Mr. Justice DARLING, the trial judge, rightly applied the rule in *Paradine* v. *Jane* to the novel set of facts.

The other point, which arose in the Chancery Division before Mr. Justice PETERSON (Re *Dott's Lease, Miller* v. *Dott*, 1920, 1 Ch., 281), was a point of a somewhat different character. Here the lessee of a theatre had covenanted that he would at all times during the term "maintain" the prices of admission "as now charged" at the theatre, and would not reduce the same without the consent of the lessee in writing first obtained. He now wanted, not indeed to decrease, but to increase the prices. The owner contended that such an increase was a breach of the obligation to "maintain" the prices. The case is one of first impression, there being nothing at all corresponding to such a point in any reported case. But Mr. Justice PETERSON considered that the object of the ambiguous covenant was clearly to keep up the prices in the interest of the owner, who might otherwise find his property deteriorating; an increase of prices was not within this mischief. Again, the covenant provided for the case of decreasing the prices with the lessor's assent, but did not provide at all for the collateral case of increasing them. Hence by the well-known rule of interpretation *Inclusio unius exclusio alterius*, it seems to follow that the covenant does not apply at all to "increases." And so the learned judge felt himself at liberty to take the obviously equitable view—when one considers the universal fall in the value of money—that no restriction on an increase of prices is to be read into the words of the covenant.

Devise of House for Personal Occupation.

EVERY conveyancer knows the difficulty of drawing a will so as to carry out a testator's instructions that his wife or some other person shall have the use of a house for personal occupation without at the same time giving the devisee the statutory powers of a tenant for life. Ordinarily this cannot be done, and the devisee can sell under the statutory powers and is entitled to receive the income of the proceeds of sale notwithstanding that the personal enjoyment of the premises has ceased: *Re Carne's Settled Estates* (1899, 1 Ch. 324); *Re Baroness Llanover's Will* (1903, 2 Ch. 16); *Re Pollock* (1906, 1 Ch. 146); *Re Boyer's Settled Estates* (1916, 2 Ch. 406). But where the devisee has only an option of residence and does not exercise it, these cases do not apply and he does not bring himself within the statutory definitions of a tenant for life or a person having the powers of a tenant for life, and so SARGANT, J. held in *Re Anderson, Halligey* v. *Kirkley* (1920, 1 Ch. 175). On the other hand, although the will gives the devisee only an option of residing upon the premises, yet so soon as he exercises the option he becomes beneficially entitled to possession of the premises for his life within the meaning of s. 2 (5) of the Settled Land Act, 1882, and is actually tenant for life, and not merely a person having the powers of a tenant for life under s. 58: *Re Gibbons, Gibbons* v. *Gibbons* (1920, 1 Ch. 372, C.C.)

Reviews.

Income Tax.

INCOME TAX ACTS AS THEY AFFECT THE PUBLIC. By GEORGE FREDERICK EMERY, LL.M., Barrister-at-Law. Effingham Wilson; Stevens & Sons, Ltd. 21s. net.

The Income Tax, after having been for many years a subject of somewhat mild interest, has suddenly become of prime importance. After a certain meagre allowance of exemptions and of income tax at the comparatively moderate sum of 3s. in the £, every additional pound, whether earned or unearned, has to contribute 6s. to the Government. And beyond £2,000 there is super-tax to be taken into account as well. Possibly in a few years the burden will be eased—"next year," inquires LECTOR in the style of Mr. HILAIRE BELLOC'S imaginary interruptions (see "The Path to Rome") and "Certainly, let us hope so," replies AUCTOR—and in a remote future it may become once more inconsiderable, though as to that we doubt. But, meanwhile, as the current Press bears ample witness, what the public want to know is how income tax affects them individually—what are the rules, how they shall make their returns, how claim exemption, abatement, or return—and this is the want which Mr. EMERY has undertaken to satisfy. The clearness of the type and the lucidity of his examples contribute to the success with which his task has been performed. The full text of the Income Tax Act, 1918, is not given and this would have unduly loaded the book; but its provisions are explained in the text, and the first schedule to the Act, which contains the rules applicable to Schedules A, B, C, D and E, is given in an Appendix. The work should facilitate the understanding and working of income tax.

Books of the Week.

Privy Council Practice.—The A B C Guide to Privy Council Practice. By R. B. SPARKES, Solicitor. Stevens & Sons Ltd. 2s. 6d. net.

Rent Restriction.—Increase of Rent and Mortgage Interest. Being The Increase of Rent and Mortgage Interest (Restrictions) Act, 1920. Fully annotated, with a separate Digest of Cases decided since the passing of the Act; a note on the Increase of Mortgage Interest; an introductory sketch of the effect of the Act; and Appendices giving the Rules made under the Act and the text of the Repealed Acts. By THE EDITORS of *Law Notes*. Eighth edition. "Law Notes" Publishing Office. 3s. 6d. net.

The Law Quarterly Review.—January, 1921. Edited by A. E. RANDALL, Barrister-at-Law. Stevens & Sons Ltd. 5s. net.

League of Nations.—Headway—The Journal of The League of Nations Union. Special Birthday Number. January, 1921. The League of Nations Union. 2d.

Criminal Law.—Roscoe's Criminal Evidence. Fourteenth edition. By HERMAN COHEN, Barrister-at-Law. Stevens & Sons Ltd. £3 3s. net.

An Epitome of Recent Decisions on the Workmen's Compensation Act, 1906.

By H. LANGFORD LEWIS, Barrister-at-Law.

(Cases decided since the last Epitome, Vol. 63, p. 154.)

(1) DECISIONS ON ACCIDENTS ARISING OUT OF AND IN THE COURSE OF THE EMPLOYMENT.

Cars v. *Vickers (Limited)* (C.A.: Swinfen Eady, M.R., Scrutton, L.J., and Eve, J., 20th January, 1919).

FACTS.—A steel-dresser was asked by his foreman to assist a woman working a band saw, if she had any difficulty with her machine, though he was not a machinist. She asked him to change her saw and then set up her job. He did so, and was testing it when his fingers were injured by the saw. The county court judge found that the workman did not go outside the sphere of his employment in helping the girl with her machine.

DECISION.—The judge was right. The accident happened when the workman was doing work that he was employed to do. (*From note taken in Court.* Case reported 88 L.J., K.B. 408; 120 L.T. 465, 12 B.W.C.C. 27).

Bell v. *Sir W. G. Armstrong, Whitworth & Co. (Limited)* (C.A.: Swinfen Eady, M.R., Warrington and Duke, L.JJ., 7th May, 1919).

FACTS.—A woman munition worker engaged on the night shift, having been released during an hour's meal interval, went out of the works to go to supper at a canteen provided by the firm for their workers. To get there she had to walk a short distance along a public road and cross to the other side. While crossing the road in the dark she was knocked down by a motor lorry belonging to the firm and killed. The county court judge held that the accident did not arise out of the employment.

DECISION.—The woman was crossing the road for her own purposes, and not in pursuance of any duty owed to her employers, therefore the decision was right, and the defendant's application failed. (Case reported 63 SOL. J., 533; 88 L.J. K.B. 844; 121 L.T. 25; 12 B.W.C.C. 138.)

Dennis v. *Taylor* (C.A.: Swinfen Eady, M.R., Warrington and Duke, L.JJ., 9th May, 1919).

FACTS.—A woman taxicab driver in disobedience to her employer's orders, and to the Motor Spirit Restriction Order, 1918, which then forbade the use of petrol to drive a motor cab more than 3 miles from the limits of the place where it was licensed to ply for hire, drove three persons for hire a distance of over 30 miles, and while returning and still 8 miles from home, met with an accident and was seriously injured.

DECISION.—The accident did not arise out of or in the course of her employment. She had been given a holiday on that afternoon by her employer, and her journey was a breach of the D.O.R.A. Regulations. (*From note taken in Court.* Case reported 12 B.W.C.C. 171; 1919, W.C. & Ins. Rep. 167.)

Foulkes v. *Roberts* (C.A.: Warrington and Atkin, L.JJ. and Eve J., 28th October, 1919).

FACTS.—A boy unskilled in machinery, employed by a contractor, was instructed to feed planks into a planing machine and take them out when planed, but was warned not to touch the machine if anything went wrong with it, in which case he was to report to the foreman. A plank having

stuck in the machine, the boy endeavoured to extract it by a method he had seen his fellow-workmen use, with the result that he re-started the machine and crushed his fingers. The county court judge found that the accident was not caused by doing an act outside the scope of the employment, but by disregarding a prohibition within that scope, and held that it arose out of the employment.

DECISION.—There was evidence to support such a finding. The boy was not guilty of such disobedience as to take him outside the sphere of his employment. (*From note taken in Court.* Case reported 122 L.T. 169; 12 B.W.C.C. 370; 1919, W.C. & Ins. Rep. 354.)

Heathcote v. *Grimsby Cordage Co.* (*Limited*) (C.A.: Lord Sterndale, M.R., Warrington and Younger, L.JJ., 18th February, 1920).

FACTS.—A young girl working a spinning machine began to comb out her hair in order to clean it of particles of rope material, when, having dropped her comb, she stooped to pick it up again. Her hair caught in the running belt and she was severely injured. It was the custom of the girls to comb out their hair during the dinner hour, but they sometimes began to do so before the machinery stopped. The county court judge found that the accident did not arise out of the employment.

DECISION.—Upon the evidence it was open to him so to find, and his decision was right. (*From note taken in Court.*)

Bird v. *Price* (C.A.: Lord Sterndale, M.R., Atkin and Younger, L.JJ., 8th June, 1920).

FACTS.—A woman farm labourer instructed to go and dig potatoes was told she would be met at a certain point by the foreman, who would drive her and other women to the field in a van. Having arrived at the meeting place, she and other women were told to get into the van, but preferred to ride in a farm cart also belonging to the employer and going to the same place, and got into it. There was evidence that the cart was not as safe as the van, and in turning a corner it upset, and the woman was injured. The county court judge dismissed the application on the ground that she had, by riding in the cart, departed from the sphere of her employment.

DECISION.—The judge was wrong; the accident arose both out of and in the course of the employment, the foreman having tacitly acquiesced in the use of the cart. (*From note taken in Court.* Case reported 1920, W.C. & Ins. Rep. 142; 13 B.W.C.C. 143.)

Simpson v. *Bolsover Colliery Co.* (*Limited*) (C.A.: Lord Sterndale M.R., Atkin and Younger, L.JJ., 14th June, 1920).

FACTS.—A miner used to ride to and from the colliery where he worked on a bicycle. The colliery was approached by a private road some 700 yards long, and a cycle store was provided by the employers near the pit head. The workman had almost reached the cycle store, when, the road being crowded with miners, both on foot and on cycles, coming from and going to work, he collided with another man coming away from work on a bicycle, and broke his collar bone. The county court judge held that it was an implied term of the man's contract of service that he should do, or be entitled to do, what he was doing at the time of the accident.

DECISION.—The judge was right; the accident arose out of and in the course of the employment. (*From note taken in Court.* Case reported 1920, W.C. & Ins. Rep. 150; 13 B.W.C.C. 173.)

Whiddett v. *Chislet Colliery Co.* (*Limited*) (C.A.: Lord Sterndale, M.R., Atkin and Younger, L.JJ., 11th June, 1920).

FACTS.—A workman employed to attend to the gates at the bottom of the mining shaft was forbidden by statutory regulations to cross the bottom of the shaft, except when the cages had stopped running. He had signalled for the cage to descend, but apparently forgot he had done so and went into the forbidden space in order to replace a loose board, which it was part of his duty to do, but not at that time. The county court judge held that the accident arose out of the employment.

DECISION.—The judge misdirected himself. The workman was killed while engaged in doing an act which at the time he did it was definitely put outside the sphere of his employment by statutory prohibition. (Case reported 1920, W.C. & Ins. Rep. 201; 13 B.W.C.C. 157.)

Treasure v. *Cardiff Collieries* (*Limited*) (C.A.: Lord Sterndale, M.R., Warrington and Scrutton, L.JJ., 23rd February, 1920).

FACTS.—A miner working in the pit was suddenly called upon to render assistance to another who had been seriously injured. He helped to carry the man on a stretcher to the bottom of the shaft, and after ascending in the cage, started to carry him to the ambulance station, but as he was seen to be looking very ill, was relieved, but immediately afterwards collapsed, and later on died of heart disease from which it was found at the inquest that he was suffering. The county court judge found that the workman's death was occasioned, in his diseased condition, by extra exertion of an unusual kind, and made an award in favour of his dependant.

DECISION.—The judge was right; as there was evidence to support his decision. (*From note taken in Court.* Case reported 1920, W.C. & Ins. Rep. 18.)

[*To be continued.*]

CASES OF LAST SITTINGS.

Court of Appeal.

Re **ESTATE OF GOSSAGE (deceased): WOOD** *v.* **GOSSAGE.**
No. 1. 10th January.

WILL—SOLDIER'S WILL IN PROPER FORM—INFORMAL REVOCATION—DIRECTION IN LETTER TO DESTROY WILL—SUBSEQUENT DESTRUCTION—WILLS ACT, 1837 (1 Vict. c. 26), ss. 9, 11, 20.

The will, whether formal or informal, of a soldier or sailor on active service can be revoked by any expression of his intention to revoke it, however informal, and without the making of any new will or a codicil. This was the rule at common law before the Wills Act, 1837, and the exemption from the ordinary law as to execution contained in s. 11 *applies equally to revocation.*

Appeal from a decision of Bailhache, J., in the Probate Division. The testator was a member of the Territorial Force, and was mobilised at the outbreak of war. On 24th October, 1915, he made a will in the usual form, and thereby gave the residue of his property to the plaintiff, Nancy Wood, to whom he was then engaged to be married. In November, 1915, he was sent with a unit of the Royal Engineers to South Africa. In 1917 he received a letter from the plaintiff which contained statements which, he said, in reply, came as a shock to him, and he wrote breaking off the engagement, and instructing the plaintiff to hand over all his belongings to his sister-in-law, Kate Gossage. This request she complied with, and among the property so handed over was an envelope containing the will. On 9th January, 1918, he wrote to his sister-in-law as follows: "I was pleased to see you got everything in order from Nancy, although of course I had no doubt that you would, for, although after what has happened, I could trust her as regards other things. As regards the will, if you haven't already done so, I want you to burn it, for I have already cancelled it. Don't read it, please." In a subsequent letter he again referred to the will he had asked her to destroy. Upon receipt of the letter of 9th January, 1918, the testator's sister-in-law burnt the will. In November, 1918, the testator died in hospital in South Africa. He never executed any new will or made any other formal or informal disposition of his property, but after his death a copy of the destroyed will, in his own writing, but attested by one only of the two witnesses, was found among his possessions. Bailhache, J., held that the testator's will had been effectually revoked, and therefore that the plaintiff's action for probate failed. The plaintiff appealed.

The court dismissed the appeal.

LORD STERNDALE, M.R., having stated the facts, proceeded: There could be no question that the testator intended to revoke the bequest to the plaintiff, but it was argued that the fact that he retained a copy of the will up to the time of his death, showed that he had altered that intention. His lordship did not think that was so. Many people kept copies of documents they never intended to set up. The real question, however, turned on the construction of s. 20 of the Wills Act, 1837, though it was necessary to examine some of the earlier sections. S. 9 was as follows: "No will shall be valid unless it shall be in writing and executed in manner hereinafter mentioned (that is to say), it shall be signed at the foot or end thereof by the testator or by some other person in his presence and by his direction, and such signature shall be made or acknowledged by the testator in the presence of two or more witnesses present at the same time, and such witnesses shall attest and shall subscribe the will in the presence of the testator, but no form of attestation shall be necessary." S. 11 consisted of a proviso: "Provided always that any soldier being in actual military service, or any mariner or seaman being at sea may dispose of his personal estate as he might have done before the making of this Act." By s. 20: "No will or codicil or any part thereof shall be revoked otherwise than as aforesaid or by another will or codicil executed in manner hereinbefore required, or by some writing declaring an intention to revoke the same, and executed in the manner in which a will is hereinbefore required to be executed, or by the burning, tearing, or otherwise destroying the same by the testator or by some person in his presence and at his direction, with the intention of revoking the same." In the present case the burning could not take place in the testator's presence as the will was in England and he was in Africa. It was contended by the plaintiff that there was no valid revocation, because a soldier's will was subject to s. 20 and could only be revoked by the execution of a will or codicil or other document executed as a formal will in accordance with the provisions of the Act. That sounded an absurd result, but if it arose from the Act it must be accepted as the law, however absurd it seemed. But he (his lordship) did not think that it required any straining of Acts to arrive at an opposite conclusion. Apart altogether from the Wills Act, a soldier on active service could, at common law, make or revoke his will without any formality whatever. Was the letter of 9th January, 1918, a "writing executed in the manner in which a will is hereinbefore required to be executed," or was it another will or codicil so executed? Revocation postulated a previous will, and the words of the section must mean "executed in the manner in which a will is required to be executed in the case of the will which it is intended to revoke." If that were the correct view, then it seemed to him (his lordship) that if the revoking document was executed in a manner which would be sufficient for the will it was intended to revoke, it was executed in the manner required by the

Act. In the case of a civilian's will certain formalities were required for its execution and its revocation; in that of a soldier's will none were required for its execution, therefore none for its revocation. In his (his lordship's) opinion, therefore, there was a valid revocation of the will, and the appeal must be dismissed.

WARRINGTON and YOUNGER, L.JJ., delivered judgment to the same effect, the latter quoting a passage from the judgment of Sir F. Jeune, P., in *In the goods of Hiscock* (1901, P. 78) as to the derivation of the rule from Roman law. COUNSEL: *W. J. Gandy* (with him *Cotes-Preedy*); *E. W. Cave*. SOLICITORS: *Foster Grave & Co.*, for *Philip Baker & Co.*, Birmingham; *E. H. Davies & Co.*, for *Hooper, Ryland & Boddington*, Birmingham.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

ERSKINE MACDONALD. LTD, *v.* EYLES AND ANOTHER.
Peterson, J. 30th November and 1st, 2nd, 3rd and 10th December.

COPYRIGHT—AGREEMENT FOR PARTIAL SALE OF COPYRIGHT AND TO OFFER PUBLISHERS THE "NEXT THREE BOOKS"—NEXT NOVEL SENT TO RIVAL FIRM—INJUNCTION—COPYRIGHT ACT, 1911 (1 & 2 Geo. 5, c. 46), s. 1, s. 5, s-s. (2).

An agreement by a novelist to offer her next three books to her then publishers is not a contract of personal service, but is similar in principle to a contract to sell the products of labour or industry.

Ward, Lock & Co. *v.* Long (1906, 2 *Ch.* 550) *applied.*

A partial assignment of copyright is not a mere personal contract, but confers certain rights of property capable of being protected by injunction.

Sweet *v.* Carter (1841, 11 *Sim.* 572) *applied.*

An option to become entitled to an interest in copyright is an interest in copyright in the same way that an option to purchase land or acquire shares is an interest in the land or shares.

The part owner of a copyright has a right to protect it against another who alleges that he has purchased it from a common vendor.

Bagot Pneumatic Tyre Co. *v.* Clipper Pneumatic Tyre Co. (1902, 1 *Ch.* 146) *applied.*

This was an action by one firm of publishers against an author and another firm of publishers to restrain the publication of a book until it had first been offered to and rejected by them. The author did not appear at the trial. By a contract made in 1919 between the plaintiffs and the author the plaintiffs agreed to produce and publish a novel written by the author upon certain terms which, *inter alia*, conferred upon them an interest in the copyright. One clause of the contract provided that the defendant was to give the plaintiffs the offer of her next three books on terms specified therein. The plaintiffs published the book, which was favourably received. And subsequently the author entered into an agreement with the defendant publishers whereby they agreed to publish the next three novels which the author might write after satisfying her agreement with the plaintiff publishers. The author sought to satisfy her agreement with the plaintiffs by sending them a little hand-book of her own original matter, and a collection of published verses and a collection of published stories. These the plaintiffs rejected as not being in compliance with the contract. Meanwhile the author finished her novel and the defendant publishers set it up in type. When the plaintiffs became aware that the defendant publishers were about to publish it, they promptly started these proceedings.

PETERSON, J., after stating the facts, said: Whether or not the little hand-book which the defendant, Mrs. Eyles, sent to the plaintiffs was a book within clause 10 of the agreement, neither the collection of short stories nor the collection of published verses was such a book, and therefore the novel sent by her to Cassell & Co. comes within the true meaning of the clause. The agreement with the plaintiffs is not a contract of personal service, and does not differ in principle from a contract to sell the products of the labour or industry of the contracting party: see *Ward, Lock & Co.* v. *Long* (*supra*), and *Printing and Numerical Registry Co.* v. *Sampson* (1875, L.R. 19 Eq. 462). In my judgment the plaintiffs are entitled as against the defendant, Mrs. Eyles, to require her to hand them the manuscript of the novel sent to Cassell & Co., so that they may determine whether they will undertake the publication of it, and are entitled to an injunction restraining her from disposing of the book without regard to the provisions of clause 10. With regard to the plaintiffs' remedy against the defendants, Cassell & Co., if the plaintiffs are in equity the assignees in whole or in part of the copyright, then their rights do not rest on personal contract, but are rights of property which they are entitled to protect: see *Sweet* v. *Carter* (*supra*). By virtue of the provisions of their agreement, and of s. 1 of the Copyright Act, 1911, the plaintiffs would, if they exercised their option in respect of the novel in question, have an interest in the copyright. Until the exercise of another option they are not assignees of the copyright wholly or partially, or grantees of an interest in the copyright by licence under s. 5, s-s. (2). But they have in the meantime an option to become entitled to an interest in the copyright, and that is an interest in the copyright in the same way as an option to purchase land, or to acquire shares, is an interest in the land or shares. The defendants, Cassell & Co., have notice of the plaintiffs' agreement, and of the ineffectual attempts of their co-defendant to rid herself of the obligations thereunder, and on the facts the latter was estopped as against her co-defendants from saying that the novel in question is not a novel which comes within her agreement with them. The observations in *De Mattos* v. *Gibson* (1859, 4 De G. & J. 282), and in *Barber* v. *Stickney* (1919, 1 K.B. 132), relative to notice of a personal covenant, do not touch the right of a person who has acquired an interest in property to protect it against another who alleges that he has purchased it from a common vendor: see *Bagot Pneumatic Tyre Co.* v. *Clipper Pneumatic Tyre Co.* (*supra*), and *Falcke* v. *Gray* (1859, 4 Drew. 651). The plaintiffs have therefore by virtue of their option an interest in the copyright of the novel in question which they are entitled to protect against both defendants, who respectively are not entitled to publish the book until it has been offered to and rejected by the plaintiffs.—COUNSEL, *Manning*, K.C., and *Farwell*; *Hughes*, K.C., and *Macgillivray*. SOLICITORS, *Hutchinson & Cuff*; *Field, Roscoe & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

LIPTON *v.* POWELL AND WIFE. Lush, J. and McCardie, J. 16th December, 1920.

MONEYLENDER—PROOF OF REGISTRATION—CERTIFICATE—COUNTY COURT ACTION—STATUTORY DEFENCE NOT SET UP—NO OBJECTION AT TRIAL—INTERVENTION OF JUDGE—EVIDENCE ACT, 1857 (14 & 15 Vict., c. 99), s. 14—MONEY LENDERS ACT, 1900 (63 & 64 Vict., c. 51), s. 2.

In an action in the County Court on a money lending transaction, the defendant did not give notice of his intention to rely on the defence that the plaintiff was not registered as a moneylender. At the trial the defendant asked no question on this point. The judge, however, asked a witness, an agent of the plaintiff, whether the plaintiff was registered, and he said he was, and produced a copy of the particulars alleged to have been furnished by the plaintiff on registration, and which had been obtained from the registration authorities in London. In reply to a question by the plaintiff's solicitor, the witness said he knew that the plaintiff was registered. The judge held that the registration was not proved, and entered judgment for the defendants.

Held, that the judge was not justified in raising the point, as the contract showed no illegality ex facie, *and the plaintiff had not admitted, nor the defendant alleged, non-registration.*

Per McCardie, J. The proper mode of proof of registration under the Money Lenders Acts is that required by s. 14 *of the Evidence Act,* 1857, *in the case of Public Registers.*

Appeal from the Mansfield County Court.

The plaintiff, the appellant, Mrs. Lipton, was a widow carrying on business as a moneylender. The action was for a balance of £14 on a promissory note for £15 dated 22nd January, 1920, the sum of £10 having been lent to the defendants. At the hearing on 10th August, 1920, a witness, who was an agent of the plaintiff, proved the signatures to the bill, and said that the defendants had not pleaded the statutory defence of non-registration. The defendants did not ask any questions as to registration, but the learned Judge asked the witness whether the plaintiff was a registered moneylender. The witness replied that she was, and produced a copy of a return on the registration of the plaintiff as a moneylender, which, he said, had been obtained by the plaintiff from the Registration Authorities in London. The judge, having examined this document, said that it was not a certificate of registration. The witness was then asked by the solicitor for the plaintiff whether he knew that the plaintiff was registered, and the witness replied that he knew she was registered. It was submitted on behalf of the plaintiff, that the Money Lenders Acts did not require registration to be proved by a certificate of registration, except where the registration was denied by a defendant, and that the evidence given ought to be accepted. The judge, however, held that the evidence of the witness was only secondary evidence, and that the registration had not been proved, and he entered judgment for the defendants. The plaintiff appealed, on the ground that the judge had misdirected himself in requiring the plaintiff to prove registration when the defendants had not pleaded the statutory defence, and that the evidence offered was improperly rejected.

LUSH, J., said the appeal must be allowed. The defendants had not challenged the correctness of the plaintiff's evidence, and had not pleaded the statutory defence. There were two cases in which, when the point was not taken by parties, a judge might intervene and refuse to enforce a contract. (1) Where a contract *ex facie* showed illegality as in *Gant* v. *Hobbs*, In re *Robinson's Settlement* [1912], 1 Ch. 717; (2) where though *ex facie* the contract appeared legal, yet upon admissions made, or evidence given, the contract was shown to be illegal. If in the present case the plaintiff had admitted non-registration, or if defendants had given evidence of it, the illegality would have been brought to the notice of the Court and the Court could have refused to enforce the contract as if the illegality had appeared on the face of it. But in the present case no such illegality was brought to the knowledge of the Court. The plaintiff was so far from admitting illegality that she swore that she was registered. The judge did not say that he disbelieved this evidence, and the defendants did not challenge it. There were no facts before the Court which justified the

judge in taking the point. If the defendants had taken it, they would have been met by the objection that they had not given notice of that which was a statutory defence.

It appeared from *North Western Salt Co.* v. *Electrolytic Alkali Co.*, 50 Sol. J. 338 [1914], A.C. 461, that unless the defendant raised the defence on the pleadings, even if the contract were illegal, the Court had no right to intervene. It was desirable to make two observations. First, that even if the point had been open to the defendants, or if the judge had been entitled to raise it himself, it would have been a mis-carriage of justice for him to say to a plaintiff, who had made a mere technical slip in not producing a certified copy of the registration, that he should give judgment against him, and not allow him to correct it. Secondly, that if and when it was necessary for a moneylender to prove that he was registered, either he must subpœna the proper officer, or produce a certified copy of the registration. The appeal should be allowed and judgment entered for the plaintiff with costs.

McCardie, J., agreed that the appeal should be allowed. In the present case there was no plea at all of the Money Lenders Acts, and therefore the defendants *prima facie* were not entitled to set up the Acts, save by express permission of the Court on terms, to enable the plaintiff to meet the new point. It seemed to his Lordship that contracts in that connection fell into two classes; first, those which were simply unenforceable as in those falling within the Sale of Goods Act, 1893. In such a case there was no reason why the Court should take on itself the duty of raising the defence which might be pleaded under that Act, if the party should not have raised it on his pleadings. But where the contract before the Court was not only void but illegal, if, for example, it disclosed a criminal offence, then whatever the parties might do the Court was bound to refuse to go into the transaction: *Scott* v. *Brown and others*, 41 W.R. 116 [1892], 2 Q.B. 724, where the Court was asked to enforce a contract which arose out of an agreement between certain persons in regard to the purchase of shares, and the creation of a fictitious market in connection therewith. In *North Western Salt Co.* v. *Electrolytic Alkali Co.* (*supra*.) Lord Moulton cited *Scott* v. *Brown* (*supra*), and clearly treated the Money Lenders Act as falling within the principle of *Scott* v. *Brown* (*supra*). But in the present case, so far was there from being a *prima facie* case of illegality, there was a *prima facie* case of legality, and the county court judge was not entitled to act as he did.

He might add that the Registry established under the Money-Lenders Act, 1900, at the office of the Controller of Stamps, was a public register, and hence, though no provision was contained in the Money Lenders Act, 1900, as to proof of registration, the proper method of proof was as provided by s. 14 of the Evidence Act, 1857.

Counsel: *Tinsley Lindley* for the appellant; *G. M. Hilbery* for the respondents. Solicitors: *H. Speechley*; *H. Hilbery & Son.*

[Reported by G. H. Knott, Barrister-at-Law.]

New Orders, &c.

Orders in Council.

THE TREATY OF PEACE (AMENDMENT) (No. 2) ORDER, 1920.

Whereas in pursuance of the powers conferred on Him by the Treaty of Peace Act, 1919, His Majesty in Council was pleased to make the Treaty of Peace Order, 1919 (hereinafter referred to as the "principal Order"):

And whereas the principal Order was amended by the Treaty of Peace (Amendment) Order, 1920:

And whereas it is expedient that the principal Order as so amended should be further amended in manner hereinafter appearing:

Now, therefore, His Majsty, by and with the advice of His Privy Council, is pleased to order, and it is hereby ordered, as follows:—

1. The provisions of the principal Order, 1919, as amended by the Treaty of Peace (Amendment) Order, 1920, set out in the first column of the Schedule to this Order shall be amended in the manner shown in the second column of that Schedule.

2. Paragraph (vi) of Article one of the principal Order shall have effect and shall be deemed always to have had effect as if the words "or any other person" were therein inserted after the word "creditor."

3. Paragraph (xvii) of Article one of the principal Order shall have effect and shall be deemed always to have had effect as if at the end thereof the following sub-paragraph were added—

"(*f*) the Custodian shall have power to charge such fees in respect of his duties under this paragraph, whether by way of percentage or otherwise, as the Treasury may fix, and the fees shall be collected and accounted for by such persons in such manner and shall be paid to such account as the Treasury direct, and the incidence of the fees as between capital and income shall be determined by the Custodian."

4. This Order may be cited as the Treaty of Peace (Amendment) (No. 2) Order, 1920, and the principal Order, the Treaty of Peace (Amendment) Order, 1920, and this Order may be cited together as the Treaty of Peace Orders, 1919 to 1920.

9th November.

Schedule.

Article.	Nature of Amendment.
1 (iv)	After the words "found due," there shall be inserted the words "together with such interest as aforesaid."
1 (xiva)	For the words "Board of Trade" there shall be substituted the words "Clearing Office."
1 (xvii)	At the end of sub-paragraph (*c*) there shall be added the words "and to require any person having in his possession any "documents of title to any such stock, shares or other "securities to deliver the same to him, and an acknowledg- "ment signed by him of such delivery to him, shall be a "sufficient discharge to the person delivering the same." After sub-paragraph (*cc*) the following sub-paragraphs shall be inserted— "(*ccc*) Where the property, right or interest subject to the "charge, consists of any sum of money due to a German "national (not being an enemy debt within the meaning of "Article 296 of the Treaty), it shall be payable to the "Custodian, and shall be paid to him on demand, and the "Custodian shall have power to enforce the payment thereof, "and for that purpose shall have all such rights and powers "as if he were the creditor. "(*cccc*) A certificate by the Custodian that any property, "right or interest is subject to the charge shall be sufficient "evidence of the facts stated in the certificate, and where "any such application, requirement or demand of the "Custodian as aforesaid is accompanied by such a certificate "the company, municipal authority or other body by whom "the securities were issued or are managed, the person in "possession of the property transferable by delivery, or "the person by whom a sum of money is due shall comply "with the application, requirement or demand, and shall not "be liable to any action or other legal proceeding in respect "of such compliance, but if it is subsequently proved that "the property, right or interest was not subject to the charge, "the owner thereof shall be entitled to recover the same from "the Custodian or if it has been sold the proceeds of sale "but not to any other remedy."
1 (xviii)	For the words "ten months" there shall be substituted the words "sixteen months."

[*Gazette*, 21st January.

Societies.

Middle Temple.

Tuesday being Grand Day of Hilary Term at the Middle Temple, the Treasurer, Mr. C. C. Scott, K.C., and Masters of the Bench entertained the following guests at dinner:—

The Bishop of London, Lord Robert Cecil, K.C., Lord Southwark, Mr. Austen Chamberlain, Sir Henry E. Duke, Sir Albert Gray, K.C., Sir James Crichton-Browne, F.R.S., Sir David Ferrier, F.R.S., Lieutenant-Colonel Sir David Prain, F.R.S., Judge Sir Walworth Roberts, Colonel Stuart Sankey, the Rev. the Master, Mr. William Bateson, F.R.S., Mr. A. L. Smith, Mr. Frederick Mead, and the Rev. the Reader.

The Masters of the Bench present were:—

Viscount Finlay, Viscount Mersey, Mr. J. H. Balfour Browne, K.C., Mr. Justice A. T. Lawrence, Mr. W. English Harrison, K.C., Mr. R. A. McCall, K.C., Lord Coleridge, Sir John Edge, K.C., Sir Forrest Fulton, K.C., Mr. W. Blake Odgers, K.C., Mr. T. W. Brogden, Judge Ruegg, K.C., Mr. A. Macmorran, K.C., Mr. W. A. Lindsay, K.C., Mr. B. C. Aspinall, K.C., Mr. W. H. Clay, Mr. W. F. Hamilton, K.C., Lord Shaw of Dunfermline, Mr. W. J. Waugh, K.C., Mr. Justice Clavell Salter, Mr. H. A. de Colyar, K.C., Mr. E. Forbes Lankester, K.C., Mr. C. F. Vacholl, K.C., Mr. L. De Gruyther, K.C., Mr. C. F. Lowenthal, Mr. R. Newton Crane, Mr. Holman Gregory, K.C., M.P., and Mr. St. John Gore Micklethwait.

Gray's Inn.

Friday, the 21st inst., being the Grand Day of Hilary Term at Gray's Inn, the Treasurer (Mr. Justice Greer) and the Masters of the Bench entertained at dinner the following guests:—

Viscount Mersey, Lord Shaw, the Master of the Rolls, Lord Meston, the Attorney-General (Sir Gordon Hewart, K.C., M.P.), Mr. Justice Astbury, Mr. Justice P. O. Lawrence, the Treasurer of the Middle Temple

(Mr. C. C. Scott, K.C.), Sir Robert Jones, Sir James Barr, Sir Milsom Rees, Sir Anthony Hope Hawkins, and Dr. P. Chalmers Mitchell, F.R.S.

The Benchers present, in addition to the Treasurer, were :—

Judge Mulligan, K.C., Mr. M. W. Mattinson, K.C., Mr. C. A. Russell, K.C., Mr. T. Terrell, K.C., Sir Plunket Barton, Bt., Mr. Arthur Gill, Lord Justice Atkin, Sir William Byrne, Mr. Montagu Sharpe, K.C., Mr. George Rhodes, K.C., Mr. C. Herbert-Smith, Judge Ivor Bowen, K.C., Mr. R. E. Dummett, Mr. Courthope Wilson, K.C., Mr. W. Greaves-Lord, K.C., Mr. G. D. Keogh, Sir Harold Smith, M.P., with the Chaplain (the Rev. W. R. Matthews, B.D.), and the Under-Treasurer (Mr. D. W. Douthwaite).

United Law Society.

The Annual Dinner was held at the Café Monico on Monday, 17th January, The Earl of Reading in the chair. The guests of the Society included The Hon. Mr. Justice Eve, Sir Philip Gibbs, K.B.E., C. E. Owen Smyth, Esq., C.M.G., I.S.O., C. H. Morton, Esq., and W. Pott Ridge, Esq. The total number present was 101.

A meeting was held in The Middle Temple Common Room on Monday, 24th January, Mr. W. H. Godfrey in the chair. Mr. E. M. E. Ag-bebi moved :—"That the case of *Wing* v. *London General Omnibus Co.* (1909, 2 K.B. 652) was wrongly decided."

Mr. F. A. Evans opposed.

Messrs. G. B. Boon, F. H. Butcher, S. E. Redfern, G. B. Gardiner, G. W. Fisher, G. S. Macquoid and C. M. Simpson also spoke.

The motion was put to the meeting and lost by two votes.

Woman Judge in Murder Case.

A message to the *New York Herald* (Paris edition) from Cleveland (Ohio), says *The Times*, gives an account of the first criminal trial in America presided over by a woman judge. The accused, found guilty of murder, received a sentence of life imprisonment.

At the first criminal trial presided over by a woman Judge in America, in Cleveland, a sentence of life imprisonment was passed on Robert Comens, found guilty of murder in the second degree by a jury which included three women. The foreman of the jury said later that his women colleagues had shown a fine understanding of the case, and had not hesitated to pronounce their verdict on the basis of the evidence presented.

When the clerk of the court read the verdict the spectators eagerly watched Justice Florence Allen, because it was to be her first murder sentence. She called the prisoner before her, and in a calm voice told him that he had been found guilty of murder in the second degree by fatally shooting another man. Without an instant's hesitation, she continued: "I sentence you to the Ohio State Penitentiary for the remainder of your life."

Two of the women jurors pleaded to be excused from duty because of their husbands' objections and the demands of their children. Justice Allen, a spinster, declared, however, that the existence of husbands and children was no excuse.

Divorce at Assizes.

The President of the Divorce Court, Sir Henry Duke, was, says the *Westminster Gazette*, asked by Mr. Grazebrook, on the 20th inst., whether any order had yet been made with regard to the proposed new procedure, by which certain divorce suits will be heard at Assizes in various parts of the country.

Counsel said he was instructed in one cause already, and would shortly be instructed in others where it was desirable that the cases should be tried at the Assizes. In the Registry they declined to issue any instructions at present, and he (Mr. Grazebrook) desired his lordship to tell the Bar what to do meanwhile, for if the cases in question were early in the list and were nearly reached it might be that it would be too late if he deferred application. The Act had been in operation for just over a month, and he had not been able to find that any order had been made by the Lord Chancellor. His lordship would know if any had been made, for it would have to be with his lordship's concurrence and that of the Lord Chief Justice

His lordship replied that no order had been made but an order might be made at any minute. He thought the Bar might assume that due notice would be given of any order which prescribed the class or classes of cases which it was deemed proper should be included within the operation of the section. Until the order had been made under that section it was not competent for any official of the Court or for any judge to direct a trial on circuit.

Mr. Grazebrook: The trouble is that assuming a case of poor litigants in the defended list should come within the class of defined cases it would be a hardship to bring them up to London when a provincial centre would serve them better. I am instructed in a case from the North of Wales where a few shillings would take the parties to Liverpool Assizes and the immense expenses in these days of travelling to London might be saved.

His Lordship: It might be worth while considering whether any application for postponement should be made. I don't say whether it would or would not be. I only say that at present it is not competent to make an order for trial of that case or any other on circuit. I can only repeat that due notice will be given of any order under the section.

The Anglo-German Mixed Tribunal.

The Anglo-German Mixed Arbitral Tribunal, says the *Westminster Gazette*, which has been constituted under Article 304 of the Treaty of Versailles for the settlement of Anglo-German commercial disputes, heard its first case at 21, St. James's-square, S.W., on Wednesday.

Professor Eugene Borel, the President, a Swiss jurist and Professor of Public and International Law in the University of Geneva, is a white-bearded man, who emphasizes his remarks by elegant gestures. On his left sat Dr. Adolph Nicolaus Zacharius, whose closely cropped head indicated German nationality, and on his right, Mr. R. E. L. Vaughan Williams, K.C., of Lincoln's Inn. At either end of the table were the joint secretaries, Mr. Harold Russell, barrister-at-law, appointed by the Foreign Office, and Dr. Hesse, appointed by the German Government.

The claim heard was made by the Medici Society, Limited, fine art publishers, for the restitution of a number of valuable negatives for colour printing of Old Masters, from F. Bruckmann & Co., a Munich firm of printers. The claimants asked for an interim order restraining the respondents from destroying, injuring, or altering the negatives, for the delivery of the negatives, and for £1,000 compensation.

As the claim was *ex parte*, the Tribunal decided to adjourn the case till 28th February, to allow the respondents to appear.

Asked by a reporter why counsel appeared in their wigs and gowns, Mr. Liversidge, who appeared for the British Government, replied that it was fit and proper that this should be done. "This is a fully recognised tribunal," he said, "and its decisions are final, conclusive, and binding on all the Courts. Counsel, therefore, are obliged to appear just as they would in any of our own Courts with similar powers."

Premiums and the Rent Restrictions Act.

In the Shoreditch County Court on the 19th inst., says the *Evening Standard*, Mark Harris, of 155a, Clapham Common, sued J. Bader, of 155, Clapham Common, to recover £35, said to have been paid as premium for possession of his flat.

The plaintiff said when he viewed the flat he found it beautifully decorated. The rent was £65 a year, and he was told he would have to pay £15 for the fixtures and £35 the cost of the re-decorating. Having been searching for a place for two years, he paid the £50 and went in. The fixtures consisted of a few blinds, a chandelier, a medicine chest, and a few electric globes. In cross-examination he denied that he sobbed like a child and begged to be taken in.

Mr. Bader said he fitted the place up as a ladies' hairdressing establishment, and at first did not intend to let it.

Judge Cluer: You fit up the place as a shop and then let as a dwelling-house. Can you take this premium for the decorations?

Mr. Robinson (for the defence): It is very much on the border line, I admit.

Judge Cluer: If you gild the walls and otherwise ornately decorate the place, you cannot take more than the standard rent.

In giving judgment, Judge Cluer said he was bound to hold that the £35 was a premium, although it was open to the defendant to try and persuade other judges it was not. There would be judgment for the plaintiff for £35 and costs.

Gifts to the National Trust

The National Trust for Places of Historic Interest or Natural Beauty has been presented with a piece of land close to Stoke Poges which has an excellent view of Stoke Poges Church, and the churchyard, which gave birth to Gray's "Elegy." This gift answers the wish of very large numbers of visitors who make the pilgrimage to Stoke Poges Churchyard, many of whom are Americans.

The Trust has also been given a large piece of land at Clovelly with a charming view over Clovelly Bay. It has also been offered the possession of Witley Common, in Surrey. Witley Common is situated in the most beautiful part of Surrey, within easy reach of Hindhead, Haslemere, Guildford and Godalming. During the war it became otherwise known owing to its nearness to Witley Camp, where a division of the Canadian Army was housed. The Trust has also been offered a hundred acres of land at Morte Point, on the North Devon coast. About fifty acres forming the headland of Morte Point, between Ilfracombe and Barnstaple, were presented in 1910 by Miss Chichester in memory of her parents, the late Sir Alexander and Lady Chichester, and this piece of land is now known as the Morte Point Memorial Park. The new gift will greatly extend and improve the original offer.

All the above pieces of land have been presented to the Trust free of cost. In addition, it has been decided to purchase some land with an extensive view near Derwentwater, as a memorial to Canon Rawnsley, who was an honorary secretary of the Trust, and one of its founders. This is to cost £2,500. Another sum of £2,000 is to be spent on the acquisition of Cissbury Camp, which, as the remains of a pre-historic camp, is full of interest to antiquaries. It is hoped to obtain a great part of this money by voluntary private subscriptions.

Canadian Liquor Laws.

The Times correspondent at Toronto, in a message of 22nd January, says: It is understood that the Quebec Government proposes to assume complete control over the liquor traffic. The new Liquor Act will be administered by a commission of three or five members, and all liquor sold by Government stores will bear an official stamp and standard prices will be established throughout the province. All liquor will be tested by Government analysts and inspectors will ensure that no adulteration is practised in bottling. Hotels, restaurants and grocers will be licensed only for the sale of beer, but hotels with more than fifty rooms will be granted a special licence for the sale of wine to guests. Wine will be sold in Government retail stores in the same way as spirits, no medical prescription will be required, and anyone will be able to purchase a limited quantity from any Government vendor.

The proprietors of the Western breweries and licensed houses are expected to challenge the right of the Dominion Government to prohibit the transport of liquor from one province to another, and will bring a case which will finally go to the Privy Council to secure a ruling that the federal legislation to that effect is *ultra vires*, in view of the provisions of the British North America Act, 1867.

It is understood that the Dominion Government, in order to secure a final and authoritative decision at the earliest opportunity, will facilitate appeals from one court to another until the Privy Council be reached.

Law Students' Journal.

Calls to the Bar.

The following Students were called to the Bar on Wednesday:—

Lincoln's Inn.—F. W. Beaton, of Leeds University; M. A. Azim of Peterhouse College, Cambridge, B.A., LL.B.; W. H. K. de C. Hutchinson, L.C.P., B.A., B.Sc. (Lond.); A. D. St. C. Barr; J. Charlesworth, of the London University, LL.B.; J. R. Jones, University College, North Wales, M.A., Major R.F.A.; C. R. R. Romer; V. H. Naik, of St. John's College, Cambridge, M.A.; and J. M. Worthington.

Inner Temple.—T. R. F. Butler (holder of a Certificate of Honour and a Studentship awarded Hilary Term, 1921), M.A. Oxford; F. Ghaan (holder of a Certificate of Honour awarded Easter Term, 1920), M.A., B.C.L., Oxford; L. P. Napier, B.A., Cambridge; S. W. Weldon; M. K. Jackson, B.A., Oxford; J. R. Warren, M.A., Oxford; T. H. Khan, Cambridge; J. H. G. McDougal, B. A., Oxford; W. K. Chalmers, M. A., Oxford; J. P. Gorman, M.A., Edinburgh, and B.A., Oxford; Y. K. Leong, LL.B., B.Sc., London; A. J. Ellison, B. A., LL.B., Cambridge; T. J. Jones, Oxford; A. C. Hayford, B.A., Cambridge; G. F. Johnson, B.A., Cambridge; N. F. H. Freudenthal, B.A., Oxford; A. M. Baer, B. A., Oxford; E. H. P. Jolly, B.A., Cambridge; and F. dos S. Vaz.

Middle Temple.—M. E. Watts, B.A.; M. D. Daly; K. E. Whittall; F. J. de Callejon, L.E.D. (Murcia), Counsel to the Spanish Embassy and Member of the Spanish Bar; T. L. Foon, B.A.; R. K. Cowperthwaite; J. N. Mukerjie; M. L. Berryman; F. J. Powell, Capt., late King's Own Yorkshire L.I.; B. Smulian, B.A.; S. C. Morgan, M.A., M.B.E.; G. O. Slade, M.A.; E. A. Franklin; E. L. O. Sachs, B. A.; Hildreth Glyn-Jones C. W. Iliffe, M.A.; H. E. Stephens; C. C. Mason, Lieut.-Col., D.S.O.; T. F. Davis, late Capt., R.A.F.; E. R. Neve; R. G. A. Thorne, B.A.; F.R.M.S., Capt.; K. E. Shelley; C. N. Chinoy, B.A., LL.B.; G. N. Grant, B.A., LL.B; M. V. Patel, B.A., LL.B.; L. F. Stemp, B.A., and C. V. Price.

Gray's Inn.—S. J. Van Sertima, Barstow Scholar, Hilary, 1921, B.A. (Non. Coll.), Oxford; A. Bose, M.A., Fitzwilliam Hall, Cambridge, B.A., Calcutta University; V. O. Augustine; C. V. Rao, M.A., Edinburgh University; J. M. Nethersole, Keble College, Oxford; A, J. B. Peries, Jesus College, Oxford; S. R. U. Savoor, B.A., Trinity College, Cambridge, D.Sc. University of London; P. Butlin, Lieut., Cheshire Regiment, University of Durham; H. H. Vakil, B.A., Fitzwilliam Hall, Cambridge; S. S. L. Dar, B.A., Queens' College, Cambridge, B.A., Punjab Unicersity; I. A. de Z. Siriwardhena, University of London; S. Bass, B.A., Christ's College, College, Cambridge, M.A., Punjab University; I. Ll. Brace, Sec. Lieut., R.F.A., University of London; H. Brown, Capt., The King's Own (Royal Lancaster) Regiment, B.A., Merton College, Oxford, LL.B., Liverpool University, Bacon Scholar, Gray's Inn, 1919; F. J. Patel, B.A., Bombay University, University of London; E. Lascelles-Fleming, Lieut., East Lancashire Regiment, University of London; P. Sen, M.A., B.L., Calcutta University; A. A. Macnab, D.S.O., Major, New Zealand Rifle Brigade, B.A., LL.B., Christ's College, Cambridge; J. F. A. North, Lieut., Northamptonshire Regiment, B.A., LL.B., and sometime Scholar, Downing College, Cambridge; F. H. Woolliscroft, Lieut., North Staffordshire Regiment, B.A., LL.B., and sometime Scholar, Selwyn College, Cambridge; H. Bertin, Capt., East Yorkshire Regiment and W. A. Redmond, D.S.O., M.P., Capt., Irish Guards, B.A., National University of Ireland, a Member of the Bar in Ireland.

Law Students' Debating Society.

At a meeting of the Society held at the Law Society's Hall, on Tuesday, 18th day of January 1921, Chairman, Mr. W. S. Jones, the subject for debate was "That the Censorship of Plays and Films should be abolished." Mr. J. F. Chadwick, opened in the affirmative. Mr. D. L. Strellett opened in the negative. The following members also spoke, Messrs. G. B. Gardiner, D. E. Oliver, Peter Anderson, Raymond Oliver, W. M. Pleadwell and H. N. S. Heath. The opener having replied, the motion was lost by six votes. There were seventeen members and one visitor present.

Obituary.

Sir Gerald Goodman.

The death occurred on the 20th inst., at Bath, of Sir Gerald Aubrey Goodman, K.C., Chief Justice of the Straits Settlements. Born in 1862, the son of the late Flavius Augustus Goodman, Sir Gerald Goodman was educated at Lodge School and Harrison College, Barbados, and at University College, London. He was first common law scholar of the Middle Temple in 1885, in which year he was also called to the Bar. He returned to Barbados and practised there for some years. In 1896 he was appointed Solicitor-General of the island, having acted in that capacity in three previous years. He also acted as Attorney-General of Barbados on several occasions between 1891 and 1904, and was appointed to that office in 1907. He was a member of the Barbados House of Assembly, the Board of Education, and other public bodies for some years, until his appointment in 1913 as Attorney-General of the Straits Settlements. In 1919 he became Chief Judicial Commissioner of the Federated Malay States, and received a knighthood last year. Lady Goodman, whom he married in 1885, is a daughter of Mr. E. J. Cobbett, R.B.A. They had three sons.

Mr. A. L. Sifton.

Mr. A. L. Sifton, formerly Chief Justice of Alberta, died on the 21st inst. from arteriosclerosis. Born near London (Ontario) in 1858, he was, says *The Times*, trained for the Bar, and practised first at Brandon, but soon moved further west to Prince Albert and later to Calgary. At that time the areas west of Manitoba were administered by the North-West Council, of which Mr. Sifton was a member, holding the office of Commissioner of Public Works for several years. In 1903 he became Chief Justice of the North-West Territories, and when the new provinces were formed in 1907 he became Chief Justice of Alberta. Few have had a reputation on the Bench equal to that of Arthur Sifton, and it was said that he had never had a judgment of his reversed on appeal. In 1911 trouble over the building of the Great Waterways Railway in Alberta led to the fall of the Provincial Cabinet under Mr. Rutherford, and Mr. Sifton responded to the call of the province, and left the Bench to become Premier. His programme was liberal and far-sighted, and under his rule the province progressed rapidly. When in 1917 the controversy arose in Canada over conscription, Mr. Sifton was one of the Western Liberals who threw in their lot with Sir Robert Borden, and when the Cabinet was reconstructed, he went to Ottawa as Minister of Customs. He was one of Canada's representatives at the signing of the Treaty of Versailles, and did important work in drafting those portions of the Treaty which have reference to waterways and communications. He was a man of unusual modesty and sincerity, keen and shrewd, and had the confidence of all parties and sections of the community.

Legal News.

Appointments.

Mr. St. John Gore Mickleth wait has been elected a Bencher of the Middle Temple.

Mr. I. D. Hooson, solicitor, of Wrexham, has been appointed Official Receiver in Bankruptcy for the Chester and North Wales district, in succession to Mr. L. H. Jones, whose resignation will shortly take effect.

Mr. Frederick William Darley, at present Official Receiver for the Bankruptcy Districts of the County Courts holden at Southampton, Winchester and Poole and Bournemouth, has been appointed to be also Official Receiver for the Bankruptcy District of the County Court holden at Portsmouth.

General.

Mr. Edward Tyrrell Horace Brandon, of Lowndes-sq., W., and of St. James's-st., S.W., solicitor, left estate of gross value £26,587.

The Law Society has addressed a letter of protest to the Postmaster-General and the Council of the Auctioneers' Institute on Tuesday sent a similar communication.

Mr. Arthur Rhys Roberts, of Ashley-gardens, Westminster, S.W., partner with Mr. Lloyd George in the firm of Lloyd George, Roberts and Co., solicitors, who died on 26th November, aged 48, has left £11,322, the net personalty being £10,820. Probate has been granted to Mrs. Dilys Rhys Roberts, the widow, to whom the whole of the property is left absolutely.

In a case concerning alleged insanitary property at West Ham Police Court on Wednesday, a woman who responded for the defendant stated, in reply to the magistrate, that she was a member of the firm of solicitors instructed in the matter. The magistrate: "It is the first time I have had Portia in this court." The Medical Officer of Health: "I hope you do not think I am the Shylock."

The will has just been proved of a testator living at St. Leonards, and formerly of Bristol, who died on 15th November last. This will was written throughout in his own hand and dated from Bristol on 4th March, 1917. In it he states, "I give to my wife . . . the sum of one shilling to enable her to buy a rope." He leaves a freehold house at Norwich to a St. Leonards nurse, £10 each to two ladies living at Clifton, Bristol, and the residue of his property to his stepsister, also living at Bristol. The value of the property is stated to be £437.

At the trial of incest cases at Norwich Assizes on Wednesday, Mr. Justice Rowlatt directed that an incest charge should be reduced to proceedings under the Criminal Law Amendment Act, in order that it might be tried publicly. He remarked that he very much objected to trying such cases in secret. The penalty for incest was seven years' penal servitude, but many people did not know of that law, because trials were held in secret. The prisoner, George Barrell Dunham, 45, labourer, was found guilty of an offence against his daughter, aged 13, and sentenced to three years' penal servitude.

The Master and Fellows of Gonville and Caius College have, after consultation with the Special Board for Law, established a Lectureship in Roman-Dutch Law, to be called the Monro Lectureship, in memory of the late Charles Henry Monro, Fellow and Law Lecturer of the college and a benefactor. The duty of the lecturer is to give a course of lectures upon Roman-Dutch Law during two terms in each academic year, which shall be free to members of the University. Mr. D. T. Oliver, LL.M., Fellow of Trinity Hall, has been appointed as Monro Lecturer, and his lectures for the Lent and Easter terms, 1921, are announced in the terminal lecture list.

The Times correspondent at Berlin, in a message of 25th January, says: A further decree has been issued by the Prussian Minister of Justice with reference to the admission of women to the higher ranks of the law. The new Prussian Constitution provides that all offices of State shall be open to all subjects without regard to sex so long as they qualify for the office in question, but the Prussian Minister of Justice, in framing the rules for the law examination, has decreed that women cannot be admitted to the examination qualifying for the higher law offices. It is probable that he will hear of this decree again, promulgated as it is immediately before the Prussian elections, in which the votes of women are likely to be jealously canvassed.

In the undefended suit of Frank Herbert Sidney Dingley (a licensed victualler of Evesham) he was, on the 20th inst., granted a decree *nisi*, with costs and custody, dissolving his marriage with Annie Dingley on the ground of her adultery with Albert George Moore. The case, says *The Times*, did not offer any feature of public or legal interest, but a country solicitor witness examined by Mr. W. O. Willis, for the petitioner, referred to the respondent and the co-respondent as having being tried before "Judge Coleridge." Mr. Justice Horridge: "I hate to hear one of His Majesty's judges referred to in that way. The term is an Americanism, and in this country is only applicable to County Court judges. The title 'Mr. Justice' is a very old and respected title, and a solicitor ought to know better than to say 'Judge This or That.'" The witness apologised.

Several reformatory and industrial schools have had to close their doors recently, and others are on the point of doing so, owing to the falling off in the number of boys and girls committed by the magistrates to these institutions for juvenile offences. This situation is said to be due to two causes. The more remarkable is the decrease in juvenile delinquency since the end of the war. During the war the police courts had little to do beyond dealing with offences by children, which were principally theft and the breaking of public lamps; but since the return of the fathers from the front and the mothers from the munition factories the mischievous propensities of the young have not had so much scope. The other cause is the operation of the Probation Act, under which youthful offenders, formerly committed to a reformatory or industrial school, may be released on remand by the magistrates and placed under the care of a probation officer, who keeps them under observation for a certain time.

Over 200 delegates attended the forty-third conference of the National Federation of Property Owners and Ratepayers at Manchester Town Hall on the 21st inst. The federation represents 80,000 members, owning or controlling over 3,000,000 dwelling-houses. Mr. A. W. Shelton, of Nottingham, presided. Mr. Cheverton Brown, of Hull, proposed a resolution, which was carried, advocating the removal of all rent restrictions on the termination of the Rent Act. Bureaucratic control of everything, he said, was becoming a national danger. He gave the experience of a factory owner, who said: "I am being inspected to death. Within comparatively a few days I have had my factory visited by the factory inspector, the woman welfare inspector, the lady factory inspector, a patrol inspector, the water inspector, a Wages Trade Board inspector, the gas inspector, a nuisance inspector, a building inspector, the assistant medical officer, the smoke inspector, the licence inspector, and a police inspector to inspect my motor-van."

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Peterson.
Monday Jan. 31	Mr. Church	Mr. Bloxam	Mr. Church	Mr. Goldschmidt
Tuesday Feb. 1	Goldschmidt	Borrer	Goldschmidt	Church
Wednesday.... 2	Bloxam	Jolly	Church	Goldschmidt
Thursday 3	Borrer	Synge	Goldschmidt	Church
Friday..... 4	Jolly	Church	Church	Goldschmidt
Saturday..... 5	Synge	Goldschmidt	Goldschmidt	Church

Date.	Mr. Justice Sargant.	Mr. Justice Russell.	Mr. Justice Astbury.	Mr. Justice P. O. Lawrence
Monday Jan. 31	Mr. Borrer	Mr. Bloxam	Mr. Synge	Mr. Jolly
Tuesday Feb. 1	Bloxam	Borrer	Jolly	Synge
Wednesday.... 2	Borrer	Bloxam	Synge	Jolly
Thursday 3	Bloxam	Borrer	Jolly	Synge
Friday..... 4	Borrer	Bloxam	Synge	Jolly
Saturday..... 5	Bloxam	Borrer	Jolly	Synge

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Jan. 18.

ST. LUCIA USINES & ESTATES CO. (1907) LIMITED AND REDUCED.—Creditors are required, on or before Feb. 21, to send their names and addresses, and the particulars of their debts or claims, to Edward Cecil Moore, 3, Crosby-sq., E.C.3, liquidator.

WALNEY & BARROW ISLANDS PUBLIC HOUSE TRUST CO., LTD.—Creditors are required, on or before Feb. 19, to send their names and addresses, and the particulars of their debts and claims, to Alexander Braidwood, Naval Construction Works, Barrow-in-Furness, liquidator.

THE AQUEOUS WORKS AND DIAMOND ROCK BORING CO., LTD.—Creditors are required, on or before Feb. 11, to send their names and addresses, and the particulars of their debts or claims, to Arthur Henry Tucker, Suffolk House, Laurence Pountney-hill, E.C., liquidator.

UNITED KINGDOM OIL & OILSEED BROKERS' ASSOCIATION LTD.—Creditors are required, on or before Feb. 25, to send their names and addresses, and the particulars of their debts or claims, to William Strachan, 50, Gresham-st., E.C., liquidator.

THE WHITTINGTON GAS LIGHT & COKE CO., LTD.—Creditors are required, on or before Feb. 1, to send in their names and addresses, and particulars of their debts, or claims, to Dudley Lewis, Kennan's House, Crown-ct., Cheapside, Liquidator.

THE INDIAN ORE SYNDICATE LTD.—Creditors are required, on or before Feb. 18, to send their names and addresses, and the particulars of their debts or claims, to Stewart Cole, Sardinia House, Sardinia-st., Kingsway, liquidator.

LOWA ENGINEERING CO., LTD.—Creditors are required forthwith to send in their names and addresses, and the particulars of their debts or claims, to A. J. H. Shay, liquidator of the said Company.

BUSY SYNDICATE LTD.—Creditors are required, on or before Feb. 26, to send their names and addresses, and particulars of their debts and claims, to Robert Barlow Tyler, 1, Queen Victoria-st., E.C., liquidator.

WELSH NATIONAL DRAMA CO., LTD.—Creditors are required, on or before Feb. 4, to send their names and addresses, and the particulars of their debts or claims, to John Stewart Mallam, 1, Queen Victoria-st., E.C., liquidator.

London Gazette.—FRIDAY, Jan. 21.

Bosco's PICTURES LTD.—Creditors are required, on or before Feb. 14, to send their names and addresses, and the particulars of their debts or claims, to Thomas William Tanfield, Market-pl., Dudley, liquidator.

OXFED MOTOR CO. LTD.—Creditors are required, on or before Mar. 1, to send in their names and addresses, and particulars of their debts or claims, to Oliver Sunderland, Dundee House, 15, Eastcheap, liquidator.

BURNGREAVE CONSERVATIVE CLUB BUILDINGS CO. LTD.—Creditors are required, on or before Feb. 21, to send their names and addresses, and the particulars of their debts and claims, to George Glossop, 20, Howard-st., Sheffield, liquidator.

DAGNALL MOTOR BOAT CO. LTD.—Creditors are required, on or before Mar. 5, to send their names and addresses, and particulars of their debts or claims, to Frederick Charles Dagnall 21, Hoghton-st., Southport, liquidator.

MACKIES LTD.—Creditors are required, on or before Feb. 15, to send their names and addresses, and the particulars of their debts or claims, to A. G. West, 51, Market-pl., Reading, liquidator.

THE GOLDEN VALLEY LTD.—Creditors are required, on or before Feb. 28, to send their names and addresses, and the particulars of their debts or claims, to Robert Simpson, Finsbury Pavement House, liquidator.

PRITCHETT & GOLD AND ELECTRICAL POWER STORAGE CO. LTD.—Creditors are required, on or before Feb. 28, to send their names and addresses, and the particulars of their debts or claims, to Arthur William Woodward, 56, Grosvenor-gdns., S.W., liquidator.

LIVERPOOL DELIVERY SERVICE LTD.—Creditors are required, on or before Mar. 4, to send their names and addresses, and the particulars of their debts or claims, to ALEXR. Hannah, May-bldgs., 51, North John-st., Liverpool, liquidator.

OLDHAM ROPE AND TWINE CO. LTD.—Creditors are required, on or before Mar. 24, to send their names and addresses, and particulars of their debts and claims, to Herbert Wood, Oldham Rope Co. Ltd., 34, Shaw-st., Oldham, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette, TUESDAY, Jan. 18.

Baynes & Partners, Ltd.
Waen Silica Sand Co. Ltd.
British Farina Mills Ltd.
The Burngreave Conservative Club Buildings Co. Ltd.
Henry Orton & Co. Ltd.
A. Parr & Sons, Ltd.
The Indian Ore Syndicate Ltd.
Bradbury, Son & Co. Ltd.
Faversham Boring Co. Ltd.
The Raven Engineering Co. Ltd.
Motor Services (Barnoldswick) Ltd.
Our Boys' Clothing Co. Ltd.
Kensington Auction Rooms Ltd.
The Fairby Construction Co. Ltd.
Barlow, Woodcock & Co. Ltd.
The Walney and Barrow Islands Public Trust Co. Ltd.
Lodna Colliery Co. Ltd.
Castleford Concert & Lecture Hall Co. Ltd.
Wride & Adams Ltd.
Samuel Pearson (West Bromwich) Ltd.
William Colemans Ordinary Shares Ltd.
The Rockingham Foundry Co. Ltd.
Brynna Gas Coal Collieries Ltd.
Berwick-Scott Ltd.
Fred Arthur Ltd.
Richmond Engineering Co. Ltd.
Cox's Stores (Aldershot) Ltd.
St. Lucia Usines & Estates Co. (1907) Limited and Reduced.

London Gazette.—FRIDAY, Jan 21.

Celia Monro Ltd.
Blackpool Witching Waves Ltd.
Nile Spinning & Doubling Co. Ltd.
The Godfrey Machine Co. Ltd.
Oriental Tea Agency Ltd.
Samlet Colliery Ltd.
Convex Incandescent Mantle Co. Ltd.
Jennings & Davies Ltd.
Assurance Films Ltd.
The County Wine Stores Ltd.
Argentine Metals Ltd.
Leyburn Electric Supply Co. Ltd.
New Preston & Fylde Brewery Co. Ltd.
The Adamant Stone & Paving Co. Ltd.
Maison Barnes Ltd.
Kenelm Syndicate Ltd.
Atkey (London) Ltd.
Queensland Investment & Land Mortgage Co. Ltd.
H. Klait & Co. Ltd.
Fred W. Millington Ltd.
A. C. Wright's Engineering & Motor Co. Ltd.
The Golden Valley Ltd.
Dioptrics Ltd.
Waterside Haulage Co. Ltd.
San Paulo Land Co. Ltd.
The New Kunchunpore Tea Co. Ltd.
East Cornwall China Clay Co. Ltd.
St. George Manufacturing Co. Ltd.
The Bexhill Bathing Co. Ltd.
Bosco's Pictures Ltd.
H. Drewry Ltd.
Joseph Strang Ltd.
Atlantic Patent Fuel Co. Ltd.
Harry Parker (Grimsby) Ltd.
The Norfolk Cold Storage & Ice Manufacturing Co. Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 14.

ADAMS, HENRY THOMAS, Bryanston-sq. Feb. 28. Collins & Co., Edgware-rd., W.2.
BENNETT, EMMA, and WRIGHT, ELLEN, Bramley, Leeds. Feb. 8. Fredk. G. Jackson, Bramley, Leeds.
BINNING, ALEXANDER, Nova Scotia, Canada. Feb. 15. Young & Sons, Mark-la., E.C.3.
BLACKALL, LAURA, Bury St. Edmunds. Feb. 28. Greene & Greene, Bury St. Edmunds.
BURNS, LAWRENCE CAMERON, Westmorland. Feb. 1. Baddiley & Co., Doncaster.
CHAPMAN, JOHN FLOOD, Alresford, Ironmonger. Feb. 12. Shield & Mackarness, Alresford, Hants.
CHAPPLE, JAMES WALTER, West Kensington. Mar. 31. R. C. Bartlett, Bedford-row, W.C.1.
COBB, JOHN AUSTIN, Great Portland-st. Feb. 19. Bralkenridge & Edwards, Bartlett's-bldgs., E.C.4.
COLEMAN, JAMES, Redcar, Yorks. Feb. 18. Belk & Smith, Middlesbrough.
COLLINS, LIEUT. VALENTINE ST. BARBE, Chelsea. Feb. 27. S. Stagoll Higham, Berners-st., W.1.
EASTMAN, FREDERICK WILLIAM, Hammersmith. Feb. 15. Blair & W. B. Girling, Basinghall-st., E.C.2.
ELLIOTT, FRANK GEORGE, Salisbury. Feb. 8. Trethowan & Vincent, Salisbury.
ELLIS, JOHN, Budleigh Salterton, Bookseller. Mar. 1. Jackson & Sons, Ringwood, Hants.
FOWLER, MRS. AQUILA ROSINA, Lee, Kent. Feb. 19. Monier Williams, Robinson & Milroy, Great Tower-st., E.C.3.
GREENE, SIR EDWARD WALTER, Baronet, Pakenham, Suffolk. Feb. 28. Greene & Greene, Bury St. Edmunds.
GUNNER, WILLIAM AINGE, Redhill. Feb. 18. Bennett & Ferris, Coleman-st., E.C.2.
HALL, ELIZABETH, Colwyn Bay. Feb. 17. Porter, Amphlett & Co., Colwyn Bay.
HAMMOND, WILLIAM, Stow Bardolph, Norfolk, Blacksmith. Feb. 14. Reed & Wayman, Downham Market.
HAWKINS, MARY LOUISE, De Vere-gardens. Feb. 19. Horace W. Davies, Bedford-row, W.C.1.
HUGHES, HENRY GWYNNE, Kington, Saddler. Feb. 10. Temple & Philpin, Kington, Herefordshire.
INCE, FRANCIS, Jarvis Brook, Sussex. Feb. 28. Ince, Colt, Ince & Roscoe, Fenchurch-st., E.C.3.
JOHNSON, MRS. ANNE JULIA, Bournemouth. Mar. 1. Ody & Wilmot, Camberwell Green S.E.5.
JONES, JANE, Bramley, Leeds. Feb. 8. Fredk. G. Jackson, Bramley, Leeds.
MIDDLETON, REVEREND WARREN, Bideford, Devon. Mar. 1. Toner & Dell, Teignmouth.
MORGAN, DAVID, Brilley, Hereford, Farmer. Feb. 10. Temple & Philpin, Kington, Herefordshire.
MORTON, ROBERT, Wanstead. Feb. 28. Logan & Morton, Dorchester, Dorset.
NASH, WILLIE OSCAR, Southampton-row. Feb. 10. Capron & Co., Savile-pl., W.1.
PETHERICK, PHILIP, Berrynarbor, Devon. Feb. 19. L. A. Blackmore, Ilfracombe.
RENEAU, EDITH, Clapham Common. Mar. 1. Woolley, Tyler & Bury, Clement's-inn, W.C.2.
ROBINSON, MARY JANE, Prestwich, Manchester. Feb. 12. Brett & Co., Manchester.
ROCH, GEORGE POWELL, Maesgwynne, Carmarthen. Feb. 25. George Williams & Hurley, Llandilo.
ROGERS, ROBERT CHARLES, Eastbourne. Feb. 21. L. D. P. Swift, Eastbourne.
SAMWAYS, ANNIE VICTORIA, Winfrith, Dorset. Feb. 12. Logan & Morton, Dorchester.
SLATER, HENRY, Samlesbury, nr. Preston. Jan. 31. W. S. Woodcock, Preston, Lancs.
SMITH, HENRY, Bromley, Corn Merchant. Feb. 17. H. P. Russell, Bexley Heath.
STOCKWELL, THOMAS, Hammersmith, London, Contractor. Feb. 28. Collins & Co., Edgware-rd., W.2.
SYMONDS, REVEREND EDWARD, Reigate, Surrey. Feb. 14. Holmes & Hills, Braintree.
TALBOT, GUSTAVUS ARTHUR, Hemel Hempsted. Mar. 2. Metcalfe, Hussey & Hulbert, New-sq., W.C.2.

TAYLOR, ANN ELIZA, Kingston-upon-Hull. Feb. 17. William Morgan, Hull.
TURNER, MARY, Macclesfield. Feb. 8. Wm. Pimblott, Macclesfield.
WARING, JAMES ELSTON, Hampstead, Director of Waring & Gillow Ltd. Mar. 1. McKenna & Fishwick, Liverpool.
WATERS, ALFRED THOMAS, Southport. Mar. 12. Mawdsley & Hadfield, Southport.
WRIGHT, WILKINSON, Wibsey, Bradford. Mar. 1. Firth & Firth, Bradford.

London Gazette.—TUESDAY, JAN. 18.

ALDWINCKLE, GEORGE HENRY, Great Portland-st., Tailor. Feb. 28. Metcalfe, Sharpe & King, Chancery-lane, W.C.2.
ASHTON, RACHEL HANNAH, Southport, Lancs. Jan. 31. John T. Rigby, Southport.
ATKINS, WILLIAM, Bournemouth. Feb. 21. Wartnaby, Jeffries, Burgess & Watson, Market Harborough.
BAILEY, FREDERICK, Stafford, Plumber. Feb. 23. Greatrex, Warner & Beswick, Stafford.
BARLOW, The Rev. JOHN BARLOW RALPH, Worcester. Feb. 14. Hooper & Wollen, Torquay.
BARNETT, TOM THEOBALD, Liverpool, Master Mariner. Feb. 19. P. J. Hackett, Liverpool.
BEECH, ALFRED WILLIAM, Woodford, Essex. Feb. 28. J. E. Lickfold & Sons, Bedford-row, W.C.1.
BOWLES, FRANCIS MARSH, Radlett, Hertford. Feb. 18. J. M. Storer, High Holborn, W.C.1.
BRINDLEY, HARRY SAMUEL BICKERTON, Ashley-gdns, S.W., Engineer. March 1. Rawle, Johnstone & Co., Bedford-row, W.C.1.
BUTTERS, JOHN, Eccleshall, Staffs, Farmer. Feb. 14. Lea & Twigg, Greengate, Staffs.
COPLEY, ARTHUR ERNEST, Eccleshill, Yorks, Butcher. Feb. 22. Smith, Smith & Fielding, Sheffield.
CRABTREE, SERENNA, Tong, Bradford. Feb. 21. Banks, Newell, Ellis & Demaine, Bradford.
CURZON, MISS NINA, Maida Vale. Feb. 14. W. Henry Bell, Woolston, Southampton.
DAVIES, FLORENCE LUCY, Pembroke. March 17. Shute & Swinson, Birmingham.
DICKINSON, FRANK, New Bond-st., W. March 1. Farish & Co., Walbrook, E.C.4.
GALLY, GEORGE, Walton-on-Thames. March 1. Evans, Rendall & Oakeshott, Bedford-row, W.C.1.
GLEN, DAVID CORSE, Abbots Langley, Herts, Engineer. Feb. 15. Wynne-Baxter & Keeble, Laurence Pountney-hill, E.C.4.
GUISE, JOHN, West Bromwich. Feb. 28. J. & L. Clark, West Bromwich.
HAIGH, ELIZABETH, Wortley. Feb. 28. Rodgers & Co., Sheffield.
HIGHAM, EMMA VICTORIA, South Shore, Blackpool. Feb. 25. Marriott & Co., Manchester.
HOLT, JAMES STEVENSON, Northampton, Printer. Feb. 21. J. & C. Markham, Northampton.
HUGHES, HUGH, Aberystwyth, Solicitor. March 1. M. A. Hughes, E. S. Hughes and Mabel Hughes, Glynpadarn.
JARDINE, ROBERT, Kensington Palace-gdns. March 1. Field, Roscoe & Co., *Lincoln's* Inn-fields,
JOHNSTON, DAVID GEORGE, Caledonian Club, London. Feb. 28. Fladgate & Co., Pall-mall, S.W.
KEARTLAND, FANNY ELIZABETH SUSAN, Torquay. March 14. Chester, Broome & Griffithes, Bedford-row, W.C.1.
MARSH, GEORGE, Rushbury, Salop, Farmer. Feb. 21. Sprott & Morris, Shrewsbury.
MORGAN, CHARLOTTE MARY, Putney. March 7. Taynton & Son, Gloucester.
PATE, ROBINSON, Padiham. March 1. Jas. C. Waddington, Burnley.
PEEL, ELIZABETH, Manchester. Feb. 16. Bond & Son, Manchester.
RACKHAM, THOMAS CHARLES MARTELLI, Norwich, Solicitor. Feb. 15. Leathes, Prior & Son, Norwich.
RADCLIFFE, THOMAS, Oxton, Birkenhead. Feb. 19. Layton & Co., Liverpool.
REED, ANTHONY, Gateshead, Joiner. March 1. J. A. Dixon, Gateshead.
SAUNDERS, JOHN. Feb. 21. C. C. Marriott, Battersea, S.W.11.
SCARROTT, WILLIAM THOMAS, Stafford, Licensed Victualler. Feb. 23. Greatrex, Warner & Beswick, Stafford.
SIMES, EDITH MARY, Weymouth. Feb. 5. J. Montague Haslip, Martin-lane, E.C.4.
SIMON, MRS. EMILY, Didsbury. Feb. 18. Slater, Heelis & Co., Manchester.
STANFORD, SUSANNAH JANE, Melbourn, Cambridge. Feb. 16. Wortham & Co., Royston, Herts.
TAYLOR-SMITH, JAMES, Galnford, Durham. Feb. 17. Steel, Maitland & Byers, Sunderland.
TERRY, FREDERICK, Transvaal, South Africa. March 1. Michael Abrahams, Sons & Co., Austin-friars, E.C.2.
TURNER, HARRY GRAVATT, Westcliff-on-Sea, Spirit Merchant. Feb. 14. Matthew J. Jarvis, Finsbury-sq., E.C.2.
WHARTON, HUGH, Birkenhead, Chester. Feb. 18. Roberts & Martyn, Chester.
WHEELER, JOSEPH ALFRED, Guavaquil, Ecuador. May 1. S. J. Grey & Willcox, Birmingham.
WINANS, WALTER, Brussels. March 15. W. Webb-Ware, Tavistock-st., W.C.2.

London Gazette.—FRIDAY, Jan 21.

ADAMS, AARON, Holcombe, Somerset. Feb. 21. J. Guy Heal, Paulton, Somerset.
ADAMS, FREDERICK CHARLSTROM, Portman-sq., W. Mar. 1. E. Flux, Leadbitter & Neighbour, Great St. Helens, E.C.3.
AINLEY, SAMUEL BLAKELEY, Batley. Feb. 10. Saml. Brearley & Son, Batley.
BOLTON, CHARLES, Kingston-upon-Hull. Mar. 4. Woodhouse, Chambers & Co., Hull.
BRANDON, EDWARD TYRELL HORACE, Addingbourne, Chichester. Feb. 28. H. W. Perkins & Co., Jermyn-st., S.W.1.
BROWN, HENRY CLERKE, Oxford. Feb. 21. Lowe & Co., Temple-gdns., E.C.4.
BURDETT, ELLEN, Fulham. Feb. 21. Edward Wotton, Ramsgate.
BUTT, JOHN, East Dereham, Norfolk. Feb. 19. B. H. Vores, East Dereham.
CLARKE, ADA GERTRUDE, Hawkhurst, Kent. Mar. 1. Challinder, Herington & Pearch, Hastings.
CLEMENT, ROBERT ANDREWS, Sidley, Sussex. Mar. 1. Alfred Neale, Queen Victoria-st.
CLIFTON, ALICE, Halifax. Feb. 1. Geo. Turnbull & Son, Ivegate, Bradford.
CROSS HENRY LAURENCE FRASER, Southampton. Mar. 2. Waller, Thornback & McCarraher, Southampton.
DEEDES, EMILY CATHERINE, Congresbury, Somerset. Mar. 4. Charles Romer, Bucklersbury, E.C.4.
DEEDES, HARRIET CHARLOTTE, Great Malvern, Worcester. Feb. 22. Lamberts, Great Malvern.
DENBY, ISAAC, Manhattan, New York City. Feb. 21. L. Weston Wigg, Millbank, S.W.
DENTITH, ROBERT WILLIAM, Sale, Cheshire. Feb. 20. G. L. Welford & Co., Manchester.
DE ROUSSI, MARA, Harrogate, Feb. 19. J. W. Reader, Harrogate.
DORRY, GEORGE, Macclesfield, Nurseryman. Jan. 31. T. Albiston Daniel & Son, Macclesfield.
DUKES, GEORGE, Gosport, Jeweller. Feb. 28. Churcher & Churcher, Gosport.
EBBUTT, REUBEN DAVID, Royston, Herts, House Painter. Feb. 22. Wortham & Co., Royston, Herts.
EDWARDES, ELLEN CHARLOTTE HOPE, Netley Hall, Salop. Mar. 8. Peele & Peele, Dogpole, Shrewsbury.
ENNALS, ARTHUR, Walsall, Warehouseman. Mar. 8. Reynolds & Miles, Basinghall-st. E.C.2.
FASK, BERKELEY WILLIAM, Anerley, Surrey. Feb. 20. Chas. J. Odhams, Ludgate-hill E.C.4.
FEARNLEY, CHARLES EDWARD, Brighouse. Mar. 1. Barker & Jessop, Brighouse.
FIELDER, WILLIAM GEORGE, East Croydon. Feb. 18. Maddison, Stirling & Humm, Old Jewry-chmbrs., E.C.2.
FINK, ROSE, Manchester. Feb. 21. Wise & Wise, Manchester.
FUGE, EDITH CAROLINE EMMA, Boscombe. Feb. 21. Norton, Rose & Co., Old Broad-st., E.C.2.
GRANT, WILLIAM BURLEY, Plymouth. Feb. 18. Shelly & Johns, Plymouth.
GRANT, FANNY, Plymouth. Feb. 18. Shelly & Johns, Plymouth.
GRESSON, CHARLES RICHARD HAYGARTH, Esher, Surrey. Feb. 21. R. H. Douglass, Copthall-ct., E.C.2.
HALEY, ANN, South Shore, Blackpool. Mar. 7. Arthur Parker, South Shore, Blackpool.
MARSHALL, MRS. JOHANNA CATHERINA HENRIETTE, Richmond, Surrey. Mar. 5. Pearce & Nicholls, New-ct., Lincoln's Inn, W.C.
HIGBY, ARTHUR HARRY, Bengal, India. Feb. 21. Morgan, Price, Gordon & Marley, Old Broad-st., E.C.2.
HOLDEN, JOHN, Streatham-pk., S.W.16. Feb. 26. H. Dade & Co., Queen Victoria-st., E.C.4.
HUNTLEY, WILLIAM, Plymouth, Shoe Factor. Feb. 18. Shelly & Johns, Plymouth.
JOHNSON, MARTHA, South Shore, Blackpool. Mar. 7. Arthur Parker, South Shore, Blackpool.
KIRKWOOD, HENDLEY PAUL, Bath. Feb. 19. Hore, Pattisson & Bathurst, Lincoln's Inn-fields, W.C.2.
MANNERS, HARRY POSNETTE, Burton-on-Trent. Feb. 28. Evershed & Tomkinson, Birmingham.
MATHIAS, EDWARD POWELL, Highbury, Distillers' Clerk. Feb. 26. Nash, Field & Co., Queen-st., E.C.4.
MIROY, ADOLPH HIPPOLYTE MAURICE, Wood-st., Cheapside. Mar. 3. Claude Lumley & Co., Strand, W.C.2.
MOOLLA, NASERWANJI JAMASJI, Lee. Feb. 14. J. Albert Davis, Colonial House, London Bridge, S.E.1.
MOULTON, LIZZIE FLORENCE, Kingsbury, N.W.9. Feb. 28. Cottrell & Son, Birmingham.
MUNTZ, JOSEPH OSCAR, Horrabridge, Devon. Feb. 18. Shelly & Johns, Plymouth.
PEACOCK, JOHN SMITH, Croydon. Feb. 22. W. H. Bellamy, 418-422, Strand, W.C.2.
PUGH, FLORENCE MARTHA, Winchester. Mar. 25. Bailey, White & Nash, Winchester.
RICHARDSON, ALFRED, Potton, Bedford, Farmer. Feb. 7. Chaundler & Son, Biggleswade, Beds.
SEARE, SARIA, South Norwood. Feb. 25. Simpson, Palmer & Winder, Southward-st., S.E.1.
SHAW, JOHN WALKER, Bury. Mar. 4. Saml. Woodcock & Sons, Bury.
SOUTHGATE, ELIZABETH, Brighton. Feb. 17. Burch & Co., Piccadilly, W.
STUBBS, JOHN, Solihull, Warwick, Manufacturer. Mar. 4. Ryland, Martineau & Co., Birmingham.
ULLATHORNE, GEORGE OWEN, Paddington. Feb. 17. Richardson, Sadlers & Callard, St. James's-st., S.W.1.
WANOSTROCHT, VINCENT, Market Drayton, Salop, M.B., C.M. Feb. 18. Dunning, Rundle & Stamp, Honiton.
WELLINGTON, EMMA FLORA, Sydenham. Feb. 22. Wm. Easton & Sons, London Wall, E.C.2.
WHITEHOUSE, THOMAS HENRY, Aldridge, Staffs, Colliery Blacksmith. Feb. 26. E. Irwin Miller, Walsall.
WILLATS, FRANCIS MONTAGUE, Hendon. Feb. 28. Minet, May & Co., Dowgate Hill, E.C.4.
WILLIAMS, MARY HANNAH, Hastings. Feb. 28. Davenport, Jones & Glenister, Hastings.
WILLIAMS, OWEN, Oxford. Feb. 19. Bridgman & Co., College-hill, E.C.4.

Bankruptcy Notices.

London Gazette.—TUESDAY, Jan. 18.

RECEIVING ORDERS.

AUSTIN, HENRY, Wheelwright. Worcester. Pet. Jan. 14. Ord. Jan. 14.

BARROW, FREDERICK GEORGE, Newcastle-under-Lyme, Labourer. Hanley. Pet. Jan. 14. Ord. Jan. 14.

COURIAN, W. E., Fenchurch-st., E.C., Merchant. High Court. Pet. July 29. Ord. Jan. 14.

DRYSDALE, WILLIAM, Barrow-in-Furness, Electrician. Barrow-in-Furness. Pet. Jan. 14. Ord. Jan. 14.

EDMONDS, ALFRED CLEMENT, Birmingham. Birmingham. Pet Dec., 9. Ord. Jan. 14.

FERRERO, EMILIANO, Blackpool, Ladies' Tailor. Blackpool. Pet. Jan. 11. Ord. Jan. 11.

GILL, HERBERT, Sheffield, Motor Engineer. Sheffield Pet. Jan. 13. Ord. Jan. 13.

HENSON, WILLIAM VICTOR, Ipswich, Grocer. Ipswich. Pet. Jan. 10. Ord. Jan. 10.

HOWLETT, JOHN, Reading, Berks. Reading. Pet. Dec. 22. Ord. Jan. 15.

JOHNSON, FRED, Midhurst, Bootmaker. Brighton. Pet. Jan. 14. Ord. Jan. 14.

JOHN, BELLA, Neath, Glam, Draper. Neath. Pet. Jan. 14. Ord. Jan. 14.

MORSE, WILLIAM GEORGE LANKESTER, Newport, Tailor. Newport. Pet. Jan. 13. Ord. Jan. 13.

MOORE, HENRY PETTIT, Sunderland, Dentist. Sunderland Pet. Jan. 13. Ord. Jan. 13.

NEALE, REUBEN, Sherburn-in-Elmet, Motor Engineer. Leeds. Pet. Jan. 13. Ord. Jan. 13.

NICHOLSON, GEORGE, Culcheth, nr. Warrington, Farmer Bolton. Pet. Dec. 10. Ord. Jan. 12.

PASCOE, JOSEPH, Dukinfield, Jeweller. Ashton-under-Lyne Pet. Jan. 14. Ord. Jan. 14.

PAGE, WALTER P., Charing Cross-rd., Company Director, High Court. Pet. Sept. 22. Ord. Jan. 13.

PEARCE, JOHN EDWARD, Oxford-st., Wholesale Costume Manufacturer. High Court. Pet. Dec. 14. Ord. Jan. 13.

PERRY, WILLIAM ALFRED, East Dulwich, S.E.22, Cabinet Maker. High Court. Pet. Jan. 13. Ord. Jan. 13.

RICE, ALFRED, Ashby-de-la-Zouch, Leicester, Cake Merchant. Burton-on-Trent. Pet. Jan. 13. Ord. Jan. 13.

SMITH, ALFONSO FRANCIS AUSTIN, Dorset-st. High Court. Pet. Sept. 1. Ord. Jan. 14.

SMITH, ALBERT, and SMITH, ANNIE JANE, New Shildon Durham, General Dealers. Durham. Pet. Jan. 14. Ord. Jan. 14.

SIMPSON, LEVY, Derby, Clothier. Derby. Pet. Jan. 14. Ord. Jan. 14.

SUMERAY, SYDNEY ISIDORE, Holborn, E.C., Wholesale Jeweller. High Court. Pet. Jan. 14. Ord. Jan. 14.

TURNER, HERBERT DICKINSON, St. John's Wood, Solicitor. High Court. Pet. Dec. 6. Ord. Jan. 13.

VAN DIGGELEN, LEONARD EDWARD, West Kensington. High Court. Pet. Aug. 11. Ord. Jan. 13.

VINCENT, ANDREW POULNER, Hants, Timber Haulier. Salisbury. Pet. Jan. 12. Ord. Jan. 12.

YOUNG, FRANK, Wood-st., E.C., Merchant. High Court. Pet. Dec. 15. Ord. Jan. 13.

Amended Notice substituted for that published in the *London Gazette* of Jan. 14, 1921.

GOOD, HARRY, Nuneaton, General Dealer. Coventry. Pet. Jan. 10. Ord. Jan. 10.

FIRST MEETINGS.

ALLEN, WALTER, Alfreton, Licensed Victualler. Derby. Jan. 27 at 11.30. Off. Rec., 4, Castle-pl., Nottingham.

BARNETT, WILLIAM THOMAS SWINFORD, Baker. Leicester. Jan. 25 at 3. Off. Rec., 1, Berridge-st., Leicester.

BOVERO, STANLEY, Brewer-st., W.1, Manufacturing Jeweller. High Court. Jan. 25 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.

BOWKETT, ALBERT, Bewdley, Worcester, Plumber. Kidderminster. Jan. 28 at 2. Lion Hotel, Kidderminster.

BRAHAM, ARTHUR MORRIS FREDERICK, Billingborough, General Dealer. Peterborough. Jan. 28 at 12. Law Courts, Peterborough.

CARTWRIGHT, JOHN HENRY, Stutton, Farmer. Harrogate. Jan. 27 at 2.30. Court House, Raglan-st., Harrogate.

COURIAN, W. E., Fenchurch-st., E.C., Merchant. High Court. Jan. 28 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.

DODD, J. FREEMAN, Great Pulteney-st., W.1. High Court. Jan. 25 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.

DRYSDALE, WILLIAM, Barrow-in-Furness, Electrician. Barrow-in-Furness. Jan. 26 at 11.15. Off. Rec., Cornwallis-st., Barrow-in-Furness.

GOOD, HARRY, Nuneaton, General Dealer. Coventry. Jan. 26 at 12. Off. Rec., The Barracks, Smithford-st., Coventry.

GREENWAY, JABEZ ARTHUR, Smethwick, and GREENWAY, WILLIAM ALFRED, Birmingham, Machine Tool Makers. Birmingham. Jan. 28 at 11.30. Ruskin-chmbrs., 191, Corporation-st., Birmingham.

GUY, JOHN, Streatham, Musician. High Court. Jan. 26 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.

HENSON, WILLIAM VICTOR, Ipswich, Grocer. Ipswich. Jan. 25 at 11. Off. Rec., 36, Princes-st., Ipswich.

HILLYARD, JOSEPH, Lewisham, Fruiterer. High Court. Jan. 25 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.

HOCHBERG, MORIS, Torrington-sq., W. High Court. Jan. 25 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.

HOLMES, SYDNEY, Morecambe, Greengrocer. Preston. Jan. 26 at 11.30. Off. Rec., 13, Winckley-st., Preston.

IVORY, WILLIAM, Merthyr Tydfil, Golf Professional. Merthyr Tydfil. Jan. 25 at 2.30. Off. Rec., County Court, Town Hall, Merthyr Tydfil.

JEFFERIES, WALTER FLOOK, Bristol, Grocer. Bristol. Jan. 26 at 11.30. Off. Rec., 26, Baldwin-st., Bristol.

JOSEPH, ISIDORE, Ely-pl., E.C., Manufacturer. High Court. Jan. 26 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.

KEAN, EDWARD, Chorley, Grocer. Preston. Jan. 26 at 11. Off. Rec., 13, Winckley-st., Preston.

LLOYD, WILLIAM HARRY, Wellington, Salop, Draper. Shrewsbury. Jan. 28 at 12. Swan-hill, Shrewsbury.

MAINE, ALFRED JOHN, Brockmoor, Brierley Hill, Baker. Stourbridge. Jan. 26 at 12. Off. Rec., Priory-st., Dudley.

MATTHEWS, RICHARD, Cumberland, Farmer. Carlisle. Jan. 26 at 12.30. Off. Rec., Fisher-st., Carlisle.

PAGE, WALTER, P., Charing Cross-rd. High Court. Jan. 28 at 12.30. Bankruptcy-bldgs., Carey-st., W.C.2.

PEARCE, JOHN EDWARD, Oxford-st., Mantle Manufacturer. High Court. Jan. 27 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.

PERRY, WILLIAM ALFRED, East Dulwich, Cabinet Maker. High Court. Jan. 26 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.

RODOTHAM, HAROLD EDWIN, Narborough, Leicester, Motor Haulier. Leicester. Jan. 25 at 2.30. Off. Rec., Berridge-st., Leicester.

SMITH, ALFONSO FRANCIS AUSTIN, Dorset-st. High Court. Jan. 28 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.

SUMERAY, SYDNEY ISIDORE, Holborn, E.C., Wholesale Jeweller. High Court. Jan. 28 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.

TURNER, HERBERT DICKINSON, St. John's Wood, Solicitor. High Court. Jan. 27 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.

VAN-DIGGELEN, LEONARD EDWARD, West Kensington. High Court. Jan. 27 at 12.30. Bankruptcy-bldgs., Carey-st., W.C.2.

VINCENT, ANDREW WILLIAM, Ringwood, Hants, Timber Haulier. Salisbury. Jan. 25 at 3. Off. Rec., Catherine-st., Salisbury.

WINN, FRANK, Ormskirk, Pork Butcher. Liverpool. Jan. 25 at 11.30. Off. Rec., Union Marine-bldgs., Dale-st., Liverpool.

YOUNG, FRANK, Wood-st., E.C., Merchant. High Court. Jan. 26 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.

ADJUDICATIONS.

ANDREW, VICTOR PHILIP, WILLIAMSON, ROBERT BERNARD, and RHODES, FREDERICK SIDNEY, Glasshouse-st., W. High Court. Pet. Sept. 18. Ord. Jan. 13.

BARROW, FREDERICK GEORGE, Newcastle-under-Lyme, Labourer. Hanley. Pet. Jan. 14. Ord. Jan. 14.

CLARE, T., Hulme, Confectioner. Manchester. Pet. Oct. 29. Ord. Jan. 13.

DRYSDALE, WILLIAM, Barrow-in-Furness, Electrician. Barrow-in-Furness. Pet. Jan. 14. Ord. Jan. 14.

FERRERO, EMILIANO, Blackpool, Ladies' Tailor. Blackpool. Pet. Jan. 11. Ord. Jan. 11.

FIELD, FREDERICK JOHN, Liss, Hants, General Stores Keeper. Portsmouth. Pet. Jan. 3. Ord. Jan. 3.

GILL, HERBERT, Sheffield, Motor Engineer. Sheffield. Pet. Jan. 13. Ord. Jan. 13.

HENSON, WILLIAM VICTOR, Ipswich, Grocer. Ipswich. Pet. Jan. 10. Ord. Jan. 10.

JEFFERIES, WALTER FLOOK, Bristol, Grocer. Bristol. Pet. Jan. 12. Ord. Jan. 13.

JOHNSON, FRED, Midhurst, Bootmaker. Brighton. Pet. Jan. 14. Ord. Jan. 14.

JOHN, BELLA, Neath, Draper. Neath. Pet. Jan. 14. Ord. Jan. 14.

MORSE, WILLIAM GEORGE LANKESTER, Newport, Tailor. Newport. Pet. Jan. 13. Ord. Jan. 13.

MOORE, HENRY PETTIT, Sunderland, Dentist. Sunderland. Pet. Jan. 13. Ord. Jan. 13.

HOSKEN, WILLIAM JOHN, Hayle, Cornwall, Farmer. Truro. Pet. Dec. 2. Ord. Jan. 14.

NEALE, REUBEN, Sherburn-in-Elmet, Motor Engineer. Leeds. Pet. Jan. 13. Ord. Jan. 13.

PALMIE, EDMOND, Lincoln's Inn, Journalist. High Court. Pet. Nov. 5. Ord. Jan. 14.

PERRY, WILLIAM ALFRED, East Dulwich, S.E.22, Upholsterer. High Court. Pet. Jan. 13. Ord. Jan. 13.

RICE, ALFRED, Ashby-de-la-Zouch, Leicester, Cake Merchant. Burton-on-Trent. Pet. Jan. 13. Ord. Jan. 13.

SIMPSON, LEVY, Derby, Clothier. Derby. Pet. Jan. 14. Ord. Jan. 14.

SMITH, ALBERT, and SMITH, ANNIE JANE, New Shildon, Durham, General Dealers. Durham. Pet. Jan. 14. Ord. Jan. 14.

SNOAD, FREDERICK JOHN, Westcliff-on-Sea, Contractor. Chelmsford. Pet. Dec. 14. Ord. Jan. 14.

THOMPSON, HERBERT ANDREW, Regent-st., Automobile Engineer. High Court. Pet. Nov. 23. Ord. Jan. 13.

VINCENT, ANDREW, Poulner, Ringwood, Hants, Timber Haulier. Salisbury. Pet. Jan. 12. Ord. Jan. 12.

WATSON, RALPH BEVERLEY, Red Lion-sq. High Court. Pet. Nov. 25. Ord. Jan. 14.

Amended Notice substituted for that published in the *London Gazette* of Jan. 14, 1921.

GOOD, HARRY, Nuneaton, General Dealer. Coventry. Pet. Jan. 10. Ord. Jan. 10.

Amended Notice substituted for that published in the *London Gazette* of Dec. 17, 1920.

HYNES, EMMA, Paignton, Costumier. Plymouth. Pet. Dec. 15. Ord. Dec. 15.